



ESTUARIES

OFFSHORE WIND FARM

# FIVE ESTUARIES OFFSHORE WIND FARM

## 10.33 COMPILED DCOS IN RESPONSE TO EXQ2

Application Reference:	EN010115
Document Number:	10.33
Revision:	A
Pursuant to:	Deadline 4
Eco-Doc Number:	005487807-01
Date:	December 2024

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Revision	Date	Status/Reason for Issue	Originator	Checked	Approved
A	Dec 24	Deadline 4	VEOWF	VEOWF	VEOWF

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## 1. INTRODUCTION

- 1.1.1 This document has been submitted in response to question DCO.2.01 of the Examining Authorities Written Questions 2 (ExQ2) [PD-014].



## 2. AWEL Y MÔR OFFSHORE WIND FARM ORDER 2023



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STATUTORY INSTRUMENTS

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**2023 No. 1033**

**INFRASTRUCTURE PLANNING**

**The Awel y Môr Offshore Wind Farm Order 2023**

*Made* - - - - *19th September 2023*

*Coming into force* - - *11th October 2023*

An application has been made to the Secretary of State under section 37 of the Planning Act 2008<sup>(1)</sup> (the “2008 Act”) for an Order granting development consent.

The application was examined by a panel of 5 members (appointed by the Secretary of State) in accordance with Part 6 of the 2008 Act and carried out in accordance with the Infrastructure Planning (Examination Procedure) Rules 2010<sup>(2)</sup>.

The panel, having considered the application together with the accompanying documents, in accordance with section 74(2) of the 2008 Act, has submitted a report and recommendation to the Secretary of State.

The Secretary of State has considered the report and recommendation of the panel, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017<sup>(3)</sup>, and, as a national policy statement has effect in relation to the proposed development, has had regard to the documents and matters referred to in section 104(2) of the 2008 Act.

The Secretary of State is satisfied that the open space forming special category land specified in the land plans and special category land plan (as defined in article 2 of this Order), when burdened with any new rights authorised to be compulsorily acquired under this Order, will be no less advantageous than it was before to the persons in whom it is vested, other persons, if any, entitled to rights of common or other rights, and the public, and that, accordingly, section 132(3) of the 2008 Act applies.

The Secretary of State, having decided the application, has determined to make an Order granting development consent for the development described in the application with modifications which in the opinion of the Secretary of State do not make any substantial changes to the proposals comprised in the application.

The Secretary of State, in exercise of the powers conferred by sections 114, 115, 120 and 140, and Schedule 5 to the 2008 Act, makes the following Order—

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(1) [2008 c. 29](#). Section 37 was amended by sections 128(2) and 137(5) and Schedule 13, Part 1, paragraphs 1 to 5 of the Localism Act 2011 (c. 20).  
(2) [S.I. 2010/103](#). This instrument was amended by [S.I. 2012/635](#).  
(3) [S.I. 2017/572](#).

## PART 1

### Preliminary

#### Citation and commencement

1. This Order may be cited as the Awel y Môr Offshore Wind Farm Order 2023 and comes into force on 11th October 2023.

#### Commencement Information

**II** Art. 1 in force at 11.10.2023, see [art. 1](#)

#### Interpretation

2.—(1) In this order—

“1961 Act” means the Land Compensation Act 1961(4);

“1965 Act” means the Compulsory Purchase Act 1965(5);

“1980 Act” means the Highways Act 1980(6);

“1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981(7);

“1989 Act” means the Electricity Act 1989(8);

“1990 Act” means the Town and Country Planning Act 1990(9);

“1991 Act” means the New Roads and Street Works Act 1991(10);

“2003 Act” means the Communications Act 2003(11);

“2004 Act” means the Energy Act 2004(12);

“2008 Act” means the Planning Act 2008;

“2009 Act” means the Marine and Coastal Access Act 2009(13);

“address” includes any number or address used for the purposes of electronic transmission;

“ancillary works” means the ancillary works described in Part 2 of Schedule 1 (ancillary works) and any other works authorised by this Order that are not development within the meaning of section 32 of the 2008 Act;

“apparatus” has the same meaning as in section 105(1) of the 1991 Act;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 (authorised development) and any other development authorised by this Order that is development within the meaning of section 32 of the 2008 Act;

“authorised project” means the authorised development and the ancillary works authorised by this Order;

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(4) 1961 c. 33.

(5) 1965 c. 56.

(6) 1980 c. 66.

(7) 1981 c. 66.

(8) 1989 c. 29.

(9) 1990 c. 8.

(10) 1991 c. 22.

(11) 2003 c. 21.

(12) 2004 c. 20. Section 105 was amended by section 69 of the Energy Act 2008 (c. 32).

(13) 2009 c. 23.

“bank holiday” means a bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971<sup>(14)</sup>;

“book of reference” means the document certified as such by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order;

“building” includes any structure or erection or any part of a building, structure or erection;

“buoy” means any floating device used for navigational purposes or measurement purposes, including wave buoys, LiDAR and guard buoys;

“business day” means a day other than a Saturday or Sunday or a bank holiday in England and Wales;

“cable” means up to 400kV cables for the transmission of electricity and includes direct lay cables, cables laid in cable ducts or protective covers, and further includes fibre optic and other communications cables either within the cable or laid alongside;

“cable circuits” means a number of electrical conductors necessary to transmit electricity between two points within the authorised development comprising up to three electrical conductors, which may be attached together or take the form of single cables, and in either case the circuit may include one or more auxiliary cables for the purpose of control, monitoring, protection or general communications;

“cable crossings” means the crossing of existing sub-sea cables, pipelines or other existing infrastructure by the cables authorised by this Order together with cable protection;

“cable ducts” means conduits for the installation of cables;

“cable protection” means measures to protect cables from physical damage including but not limited to concrete mattresses, with or without frond devices, and/or rock placement, the use of bagged solutions filled with grout or other materials, protective aprons or coverings, mattresses, flow energy dissipation devices and rock and gravel burial;

“carriageway” has the same meaning as in the 1980 Act;

“commence” means carry out a material operation, as defined in section 155 of the 2008 Act comprised in or for the purposes of the authorised development other than onshore works comprising surveying or investigatory works including archaeological investigations, environmental surveys, investigations for the purpose of assessing ground conditions; preparatory works to existing infrastructure and diversion and laying of utilities and services; creation of any temporary means of access; site clearance including vegetation clearance; erection of screening and fencing, site security works, creation of temporary hard standing, or the temporary display of site notices or advertisements, and “commencement”, “commenced” and cognate expressions are to be construed accordingly;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation – Safeguarding, St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY and any successor body to its functions;

“design principles document” means the document certified as such by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order;

“electronic transmission” means a communication transmitted—

- (a) by means of an electronic communications network; or
- (b) by other means but while in electronic form;

“environmental statement” means the document certified as such by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order;

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(14) 1971 c. 80.

“foundation” means any of: a monopile, multi-leg pin-piled jacket, mono suction caisson, multi-leg suction caisson jacket, mono gravity based system or multi-leg gravity based system jacket;

“gravity base foundation” means a structure principally of steel, concrete, or steel and concrete with a base which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“hedgerow and protected tree plan” means the document certified as such by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order;

“highway” has the same meaning as in section 328(1) of the 1980 Act;

“highway authority” means in relation to the A55, the Welsh Ministers, and in relation to any other highway Denbighshire County Council;

“horizontal directional drilling” means a trenchless boring technique for installing cables, cable ducts and other associated apparatus involving drilling in an arc between two points;

“HVAC” means high voltage alternating current;

“inter-array cables” means the cables linking the wind turbine generators to each other and to the other offshore works;

“jacket foundation” means a steel jacket/lattice-type structure constructed of steel, fixed to the seabed with steel pin piles or steel suction buckets and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“joint bay” means an excavation formed to enable the jointing of the cables;

“jointing” means a process by which two or more cables are connected to each other by means of cable joints within a joint bay;

“landfall” means the location at which the offshore cables come ashore;

“land plans” means the documents certified as the ‘land plan (offshore)’ and ‘land plan (onshore)’ by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order;

“LiDAR” means a light detection and ranging system used to measure weather and sea conditions;

“location plan” means the document certified as such by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order;

“m” means metres and “m<sup>2</sup>” means square metres;

“maintain” includes inspect, repair, adjust or alter the authorised development, and remove, reconstruct or replace any part, provided that such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement and any derivative of “maintain” is to be construed accordingly;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“mean low water springs” or “MLWS” means the average height of all low waters above Chart Datum;

“meteorological mast” means an offshore mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“monopile foundation” means a steel or concrete pile, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore electrical platform” means a platform with one or more decks, whether open or fully clad, accommodating electrical power transformers, low, medium and/or high voltage switch gear, instrumentation, protection and control systems, neutral earthing resistors, reactive compensation, standby electrical generation equipment, fuelling facilities, surface water drainage system, auxiliary and uninterruptible power supply systems and transformers, accommodation, emergency shelter, craneage, metering stations, meteorological equipment, helicopter landing facilities, messing facilities, potable water storage, black water separation equipment, control hub, drainage facilities, access equipment, J-tubes, marking and lighting and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore works” means Work Nos. 1, 1A, 2 and 2A and any related further associated development in connection with those Works;

“onshore works” means Work Nos. 3 to 41 inclusive and any related further associated development in connection with those Works;

“onshore WSI” means the document certified as such by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order;

“Order land” means the land shown on the land plans which is within the limits of land to be acquired or used and described in the book of reference;

“Order limits” means the limits shown on the works plan within which the authorised development may be carried out whose grid coordinates seaward of MHWS are set out at Table 1 in Part 1 of Schedule 1 (authorised development) of this Order;

“outline code of construction practice” means the document certified as such by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order;

“outline drainage strategy” means the document certified as such by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order;

“outline landscape and ecology management plan” means the document certified as such by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order;

“outline skills and employment strategy” means the document certified as such by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order;

“owner”, in relation to land, has the same meaning as in section 7 of the Acquisition of Land Act 1981<sup>(15)</sup>;

“pin piles” means steel or concrete cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“platforms” means the offshore structures housing or incorporating electrical equipment such as switchgear and transformers and high voltage reactive controls, electrical systems such as metering and control systems, J-tubes, landing facilities for vessels and helicopters, re-fuelling facilities, vessel charging facilities, communication and control systems, auxiliary and uninterruptible power supplies, energy storage systems, standby electricity generation equipment, cranes, storage for waste and consumables including fuel, marking and lighting and other associated equipment and facilities;

“relevant planning authority” means Denbighshire County Council;

“requirements” means those matters set out in Part 1 of Schedule 2 (requirements) to this Order;

<sup>[F1]</sup>“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, blocks/mattresses with or

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(15) 1981 c. 67. Section 7 was amended by section 70 of, and paragraph 9 of Schedule 15 to, the Planning and Compensation Act 1991 (c. 34). There are other amendments to the 1981 Act which are not relevant to this Order.

without frond devices, rock and/or gravel placement, or the use of bagged solutions filled with rock, sand or similar materials;]

“special category land plan” means the plan certified as such by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order;

“statutory undertaker” means any person falling within section 127(8) of the 2008 Act and a public communications provider as defined in section 151 of the 2003 Act;

“street” means a street within the meaning of section 48 of the 1991 Act<sup>(16)</sup>, together with land on the verge of a street or between two carriageways, and includes part of a street;

“street authority”, in relation to a street, has the same meaning as in Part 3 of the 1991 Act<sup>(17)</sup>;

“street works and access plan” means the plan certified as such by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order;

“substation” means in relation to the onshore works an HVAC substation compound sited at Bodelwyddan containing electrical equipment (including power transformers, gantries, switchgear, reactive compensation equipment, electrical protection equipment devices (disconnectors, circuit breakers), cooling, harmonic filters, cables and back-up generators), control buildings, lightning protection masts, communications masts, access including internal roads, fencing and other associated equipment, structures or buildings;

“suction caisson foundation” means a tubular steel structure which partially or fully penetrates the seabed and associated equipment, including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“temporary mitigation area” means land in which temporary mitigation will be undertaken as identified on the works plan and described in the outline landscape and ecology management plan;

“temporary stopping up of public rights of way plan” means the plan certified as such by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order;

“trenchless installation technique compound” means a construction site associated with the cable or cable circuit works where horizontal directional drilling or other trenchless construction technique is proposed including hard standings, lay down and storage areas for construction materials and equipment, areas for spoil, areas for vehicular parking, bunded storage areas, areas comprising water and bentonite tanks, pumps and pipes, areas for welfare facilities including offices and canteen and washroom facilities, wheel washing facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

“trenchless installation techniques” means the installation of electrical circuits and/or cables by means of boring techniques for installing cable ducts including horizontal directional drilling, pipe jacking/horizontal auger boring and micro-boring;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

[<sup>F1</sup>“undertaker” means Awel y Môr Offshore Wind Farm Limited], incorporated under company number 12270928 and having its registered office at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, United Kingdom, SN5 6PB;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

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<sup>(16)</sup> Section 48 was amended by section 124 (1) and (2) of the Local Transport Act 2008 (c. 26).

<sup>(17)</sup> “Street authority” is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act 2015 (c. 7).

“watercourse” includes all rivers, streams, creeks, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain;

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment including communications equipment, fixed to a foundation or transition piece; and

“works plan” means the plan or plans certified as such by the Secretary of State under article 40 (certification of plans, etc.) for the purposes of this Order.

(2) References in this Order to rights over land include references to rights to do or to place and maintain, anything in, on or under land or in the airspace above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or is otherwise comprised in the Order land.

(3) All distances, directions, areas and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised development are taken to be measured along that work.

(4) For the purposes of this Order, all areas described in square metres in the book of reference are approximate.

(5) References in this Order to points identified by letters or numbers are to be construed as references to points so lettered or numbered on the relevant plans.

(6) References in this Order to numbered works are references to the works as numbered in Part 1 of Schedule 1 (authorised development).

#### **Textual Amendments**

**F1** Words in [art. 2\(1\)](#) substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), [art. 1](#), [Sch.](#)

#### **Commencement Information**

**I2** Art. 2 in force at 11.10.2023, see [art. 1](#)

## **PART 2**

### **Principal Powers**

#### **Development consent etc. granted by the Order**

**3.—**(1) Subject to the provisions of this Order and to the requirements the undertaker is granted—

- (a) development consent for the authorised development; and
- (b) consent for the ancillary works; to be carried out within the Order limits.

(2) Subject to the requirements, the offshore works must be constructed within the Order limits seaward of MLWS and the onshore works must be constructed within the Order limits landward of MLWS.

(3) No provision of this Order relieves the undertaker of any requirement to obtain any further licence under Part 4 of the 2009 Act (marine licensing) before commencement of the authorised



development, or to comply with the conditions of any marine licence(s), and nothing in this Order in any way limits the enforcement powers in respect of a marine licence(s) under Part 4 of the 2009 Act.

(4) In the event of any inconsistency between the provisions of this Order and a marine licence, then the terms of the marine licence will take precedence.

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**Commencement Information**

**I3** Art. 3 in force at 11.10.2023, see [art. 1](#)

**Operation of generating station**

4.—(1) The undertaker is authorised to use and operate the authorised development for which development consent is granted by this Order.

(2) Paragraph (1) does not relieve the undertaker of any requirement to obtain any permit or licence under any legislation that may be required from time to time to authorise the operation of the authorised development.

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**Commencement Information**

**I4** Art. 4 in force at 11.10.2023, see [art. 1](#)

**Power to maintain the authorised development**

5.—(1) Subject to paragraph (2), the undertaker may at any time maintain the authorised development, except to the extent that this Order or an agreement made under this Order provides otherwise.

(2) The power to maintain conferred under paragraph (1) does not relieve the undertaker of any requirement to obtain any further licence under Part 4 (marine licensing) of the 2009 Act for the offshore works.

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**Commencement Information**

**I5** Art. 5 in force at 11.10.2023, see [art. 1](#)

**Benefit of the Order**

6.—(1) Subject to this article, the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Subject to paragraph (3), the undertaker may with the written consent of the Secretary of State—

- (a) transfer to another person (the “transferee”) any or all of the benefit of the provisions of this Order and such related statutory rights as may be agreed between the undertaker and the transferee; and
- (b) grant to another person (the “lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights [F<sup>2</sup>as may be so agreed except where paragraph (6) applies, in which case the consent of the Secretary of State is not required.]

(3) Where an agreement has been made in accordance with paragraph (2) references in this Order to the undertaker, will include references to the transferee or lessee.

(4) The undertaker must consult the Secretary of State before making an application for consent under this article by giving notice in writing of the proposed application.

(5) <sup>F3</sup>Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit under paragraph (2).]

- (a) the benefit transferred or granted (“the transferred benefit”) includes any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;
- (b) the transferred benefit resides exclusively with the transferee or, as the case may be, the lessee and the transferred benefit is not enforceable against the undertaker; and
- (c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (1) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(6) The consent of the Secretary of State is required for the exercise of powers under paragraph (2) except where—

- (a) the transferee or lessee is the holder of a licence under section 6 (licences authorising supply, etc.) of the 1989 Act; or
- (b) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—
  - (i) no such claims have been made;
  - (ii) any such claim has been made and has been compromised or withdrawn;
  - (iii) compensation has been paid in final settlement of any such claim;
  - (iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or
  - (v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable.

(7) Prior to any transfer or grant under this article taking effect, whether or not the consent of the Secretary of State is required, the undertaker must give notice in writing to the Secretary of State, and if such transfer or grant relates to the exercise of powers in their area, to the relevant planning authority.

(8) The notice required under paragraphs (4) and (7) must—

- (a) state—
  - (i) the name and contact details of the person to whom the benefit of the provisions will be transferred or granted;
  - (ii) subject to paragraph (9), the date on which the transfer will take effect;
  - (iii) the provisions to be transferred or granted;
  - (iv) the restrictions, liabilities and obligations that, in accordance with paragraph (5)(c), will apply to the person exercising the powers transferred or granted; and
  - (v) where paragraph (6) does not apply, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land.
- (b) be accompanied by—
  - (i) where relevant, a plan showing the works or areas to which the transfer or grant relates; and

(ii) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.

(9) The date specified under paragraph (8)(a)(ii) in respect of a notice served in respect of paragraph (7) must not be earlier than the expiry of fourteen days from the date of the receipt of the notice.

(10) The notice given under paragraph (7) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

#### Textual Amendments

**F2** Words in art. 6(2) substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, [Sch.](#)

**F3** Words in art. 6(5) substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, [Sch.](#)

#### Commencement Information

**I6** Art. 6 in force at 11.10.2023, see [art. 1](#)

### Application and modification of legislative provisions

7. The following enactments do not apply in relation to the construction of any work or the carrying out of any operation for the purpose of or in connection with, the construction of the authorised development or any maintenance of any part of the authorised development—

- (a) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 (byelaw making powers of the authority) to the Water Resources Act 1991(**18**);
- (b) the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act 1991(**19**);
- (c) sections 23 (prohibition on obstructions etc. in watercourses) and 30 (authorisation of drainage works in connection with a ditch) of the Land Drainage Act 1991(**20**); and
- (d) the provisions of the Neighbourhood Planning Act 2017(**21**) in so far as they relate to the temporary possession of land under articles 27 (temporary use of land for carrying out the authorised development) and 28 (temporary use of land for maintaining the authorised development) of this Order.

#### Commencement Information

**I7** Art. 7 in force at 11.10.2023, see [art. 1](#)

(18) [1991 c. 57](#). Paragraph 5 was amended by section 100(1) and (2) of the Natural Environment and Rural Communities Act 2006 ([c. 16](#)), section 84 of, and paragraph 3 of Schedule 11 to, the Marine and Coastal Access Act 2009 ([c. 23](#)), paragraph 49 of Schedule 25 to the Flood and Water Management Act 2010 ([c. 29](#)) and [S.I. 2013/755](#). Paragraph 6 was amended by paragraph 26 of Schedule 15 to the Environment Act 1995 ([c. 25](#)), section 224 of, and paragraph 24 of Schedule 16, and Part 5(B) of Schedule 22, to, the Marine and Coastal Access Act 2009 and [S.I. 2013/755](#). Paragraph 6A was inserted by section 103(3) of the Environment Act 1995.

(19) [1991 c. 59](#). Section 66 was amended by paragraph 38 of Schedule 2 to the Flood and Water Management Act 2010 ([c. 29](#)) and section 86(3) of the Water Act 2014 ([c. 21](#)).

(20) [1991 c. 59](#). Section 23 was amended by section 120(1) of and the paragraph 192 of Schedule 22 to, the Environment Act 1995 and section 31 of, and paragraphs 25 and 32 of Schedule 2 to, the Flood and Water Management Act 2010 ([c. 29](#)).

(21) [2017 c. 20](#).

### Defence to proceedings in respect of statutory nuisance

8.—(1) Where proceedings are brought under section 82(1) (summary proceedings by persons aggrieved by statutory nuisances) of the Environmental Protection Act 1990<sup>(22)</sup> in relation to a nuisance falling within paragraphs (d), (fb), (g) and (ga) of section 79(1) (statutory nuisances and inspections therefor) of that Act no order is to be made, and no fine may be imposed, under section 82(2) of that Act if the defendant shows that the nuisance—

- (a) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and is attributable to the carrying out of the authorised development in accordance with a notice served under section 60 (control of noise on construction sites), or a consent given under section 61 (prior consent for work on construction sites), of the Control of Pollution Act 1974<sup>(23)</sup>;
- (b) is a consequence of the construction or maintenance of the authorised development and cannot reasonably be avoided; or
- (c) is a consequence of the use of the authorised development and cannot reasonably be avoided.

(2) Section 61(9) (consent for work on construction site) of the Control of Pollution Act 1974<sup>(24)</sup> does not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development.

#### Commencement Information

**18** Art. 8 in force at 11.10.2023, see [art. 1](#)

## PART 3

### Streets

#### Street works

9.—(1) The undertaker may, for the purposes of the authorised development, enter on so much of any of the streets specified in Schedule 3 (streets subject to street works) as is within the Order limits and may—

- (a) break up or open the street, or any sewer, drain or tunnel under it;
- (b) tunnel or bore under the street;
- (c) place apparatus under the street;
- (d) maintain apparatus under the street or change its position; and
- (e) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (d).

(2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

<sup>(22)</sup> 1990 c. 43. Amended by section 103 of the Clean Neighbourhoods and Environment Act 2005 (c. 16). There are other amendments not relevant to this Order.

<sup>(23)</sup> 1974 c. 40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55), paragraph 15 of Schedule 15 to the Environmental Protection Act 1990 and Schedule 24 to the Environment Act 1995. There are other amendments to the 1974 Act which are not relevant to the Order.

<sup>(24)</sup> 1974 c. 40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55), paragraph 15 of Schedule 3 to the Environmental Protection Act 1990 and Paragraph 1 of Schedule 24 to the Environment Act 1995.

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**Commencement Information**

**I9** Art. 9 in force at 11.10.2023, see [art. 1](#)

**Application of the 1991 Act**

**10.**—(1) The provisions of the 1991 Act mentioned in paragraph (2) that apply in relation to the carrying out of street works under that Act and any regulations made or code of practice issued or approved under those provisions apply (with all necessary modifications) in relation to—

- (a) the carrying out of works under article 9 (street works); and
- (b) the temporary stopping up, temporary alteration or temporary diversion of a street by the undertaker under article 12 (temporary restriction of use of streets);

whether or not the carrying out of the works or the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

(2) The provisions of the 1991 Act<sup>(25)</sup> are—

- (a) subject to paragraph (3), section 55 (notice of starting date of works);
- (b) section 57 (notice of emergency works);
- (c) section 60 (general duty of undertakers to co-operate);
- (d) section 68 (facilities to be afforded to street authority);
- (e) section 69 (works likely to affect other apparatus in the street);
- (f) section 76 (liability for cost of temporary traffic regulation);
- (g) section 77 (liability for cost of use of alternative route); and
- (h) all provisions of that Act that apply for the purposes of the provisions referred to in subparagraphs (a) to (g).

(3) Section 55 of the 1991 Act as applied by paragraph (2) has effect as if references in section 57 of that Act to emergency works included a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

(4) The following provisions of the 1991 Act do not apply in relation to any works executed under the powers conferred by this Order—

- (a) section 56 (power to give directions as to timing of street works);
- (b) section 56A (power to give directions as to placing of apparatus);
- (c) section 58 (restriction on works following substantial road works);
- (d) section 58A (restriction on works following substantial street works);
- (e) section 61 (protected streets); and
- (f) schedule 3A (restriction on works following substantial street works).

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**Commencement Information**

**I10** Art. 10 in force at 11.10.2023, see [art. 1](#)

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(25) Sections 55, 57, 60, 68 and 69 were amended by the Traffic Management Act 2004 (c. 18).

### Temporary stopping up of rights of way

**11.**—(1) The undertaker may, in connection with the carrying out of the authorised development, temporarily stop up each of the public rights of way specified in column (1) of Schedule 4 (rights of way to be temporarily stopped up or restricted) to the extent specified in column (2), by reference to the letters shown on the temporary stopping up of public rights of way plan.

(2) The rights of way specified in Schedule 4 (rights of way to be temporarily stopped up or restricted) may not be temporarily stopped up under this article unless a diversion for the stopped up section of that right of way, is first provided by the undertaker to the standard defined in the public access management plan forming part of the code of construction practice to be approved in accordance with the requirements set out in Schedule 2 (requirements), to the reasonable satisfaction of the highway authority.

(3) The relevant diversion route provided under paragraph (2) will be subsequently maintained by the undertaker until the re-opening of the relevant right of way specified in paragraph (1).

(4) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

#### Commencement Information

**I11** Art. 11 in force at 11.10.2023, see [art. 1](#)

### Temporary restriction of use of streets

**12.**—(1) The undertaker, during and for the purposes of carrying out the authorised development, may temporarily stop up, alter or divert any street and may for any reasonable time—

- (a) divert the traffic or a class of traffic from the street; and
- (b) subject to paragraph (3), prevent all persons from passing along the street.

(2) Without limiting paragraph (1), the undertaker may use any street temporarily stopped up under the powers conferred by this article within the Order limits as a temporary working site.

(3) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street affected by the alteration or diversion of a street under this article if there would otherwise be no such access.

(4) The undertaker must not temporarily stop up or use as a temporary working site any street without the consent of the street authority, which may attach reasonable conditions to the consent.

(5) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(6) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (4), that street authority is deemed to have granted consent.

#### Commencement Information

**I12** Art. 12 in force at 11.10.2023, see [art. 1](#)

### Access to works

**13.** The undertaker may, for the purposes of the authorised development, form and lay out means of access, or improve existing means of access for the purposes of the authorised development within

the Order limits from the streets listed in Schedule 5 (access to works) and shown on the street works and access plan; and as part of Work No. 41.

**Commencement Information**

**I13** Art. 13 in force at 11.10.2023, see [art. 1](#)

## PART 4

### Supplemental powers

#### Discharge of water

**14.**—(1) Subject to paragraphs (3) and (4) below the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised development and for that purpose may inspect, lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) is determined as if it were a dispute under section 106 (right to communicate with public sewers) of the Water Industry Act 1991(26).

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs; and such consent may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld.

(4) The undertaker must not carry out any works to any public sewer or drain pursuant to paragraph (1) except—

- (a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and
- (b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker must not, in carrying out or maintaining works pursuant to this article, damage or interfere with the bed or banks of, or construct any works in, under, over or within eight metres of, any watercourse forming part of a main river, or within 16 metres of a tidally influenced main river without the prior written consent of Natural Resources Wales.

(6) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(7) This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters is prohibited by regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016(27).

(8) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to a sewerage undertaker, Natural Resources Wales, an internal drainage board or a local authority; and

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(26) 1991 c. 56. Section 106 was amended by sections 43(2) and 35(8)(a) and paragraph 1 of Schedule 2 to the Competition and Service (Utilities) Act 1992 (c. 43) and sections 99 and 36(2) of the Water Act 2003 (c. 37). There are other amendments to this section which are not relevant to this Order.

(27) S.I. 2016/1154.

- (b) other expressions, excluding watercourse, used both in this article and in the Environmental Permitting (England and Wales) Regulations 2016 have the same meaning as in those Regulations.

(9) If a person who receives an application for consent or approval fails to notify the undertaker of a decision within 28 days of receiving an application for consent under paragraph (3) or approval under paragraph (4)(a) that person is deemed to have granted consent or given approval, as the case may be.

#### **Commencement Information**

**I14** Art. 14 in force at 11.10.2023, see [art. 1](#)

#### **Authority to survey and investigate the land**

**15.**—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised development and—

- (a) survey or investigate the land;
- (b) without prejudice to the generality of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;
- (c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner and occupier of the land.

(3) Any person entering land under this article on behalf of the undertaker—

- (a) must, if so required before or after entering the land, produce written evidence of their authority to do so; and
- (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(4) No trial holes are to be made under this article—

- (a) in land located within the highway boundary without the consent of the highway authority;  
or
- (b) in a private street without the consent of the street authority;  
but such consent must not be unreasonably withheld or delayed.

(5) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(6) If either a highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the application for consent—

- (a) under paragraph (4)(a) in the case of a highway authority; or
- (b) under paragraph (4)(b) in the case of a street authority;  
that authority is deemed to have granted consent.



(7) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

#### **Commencement Information**

**I15** Art. 15 in force at 11.10.2023, see [art. 1](#)

#### **Protective works to buildings**

**16.**—(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any building lying within the Order limits as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

- (a) at any time before or during the carrying out in the vicinity of the building of any part of the authorised development; or
- (b) after the completion of that part of the authorised development in the vicinity of the building at any time up to the end of the period of five years beginning with the day on which that part of the authorised development first becomes operational.

(3) For the purpose of determining how the powers under this article are to be exercised, the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage.

(4) For the purpose of carrying out protective works under this article to a building, the undertaker may (subject to paragraphs (5) and (6))—

- (a) enter the building and any land within its curtilage; and
- (b) where the works cannot be carried out reasonably conveniently without entering land that is adjacent to the building but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

- (a) a power under paragraph (1) to carry out protective works to a building;
- (b) a power under paragraph (3) to enter a building and land within its curtilage;
- (c) a power under paragraph (4)(a) to enter a building and land within its curtilage; or
- (d) a power under paragraph (4)(b) to enter land,

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise the power and, in a case falling within sub-paragraph (a), (c) or (d), specifying the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (c) or (d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of ten days beginning with the day on which the notice was served, require the question of whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 44 (arbitration).

(7) The undertaker must compensate the owners and occupiers of any building or land in relation to which powers under this article have been exercised for any loss or damage arising to them by reason of the exercise of the powers.

(8) Where—

- (a) protective works are carried out under this article to a building; and
- (b) within the period of five years beginning with the day on which the part of the authorised development carried out in the vicinity of the building first becomes operational it appears that the protective works are inadequate to protect the building against damage caused by the carrying out or use of that part of the authorised development;

the undertaker must compensate the owners and occupiers of the building for any loss or damage sustained by them.

(9) Nothing in this article relieves the undertaker from any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act.

(10) Any compensation payable under paragraph (7) or (8) must be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(11) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of land under this article to the same extent as it applies in respect of the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(12) In this article “protective works”, in relation to a building, means—

- (a) underpinning, strengthening and any other works the purpose of which is to prevent damage that may be caused to the building by the carrying out, maintenance or use of the authorised development; and
- (b) any works the purpose of which is to remedy any damage that has been caused to the building by the carrying out, maintenance or use of the authorised development.

#### **Commencement Information**

**I16** Art. 16 in force at 11.10.2023, see [art. 1](#)

#### **Removal of human remains**

**17.**—(1) Before the undertaker carries out any development or works which will or may disturb any human remains in the Order land it must remove those human remains from the Order land, or cause them to be removed, in accordance with the following provisions of this article.

(2) Before any such remains are removed from the Order land the undertaker must give notice of the intended removal, describing the Order land and stating the general effect of the following provisions of this article, by—

- (a) publishing a notice once in each of two successive weeks in a newspaper circulating in the area of the authorised development; and
- (b) displaying a notice in a conspicuous place on or near to the Order land.

(3) As soon as reasonably practicable after the first publication of a notice under paragraph (2) the undertaker must send a copy of the notice to the relevant planning authority.

(4) At any time within fifty-six days after the first publication of a notice under paragraph (2) any person who is a personal representative or relative of any deceased person whose remains are interred in the specific land may give notice in writing to the undertaker of that person’s intention to undertake the removal of the remains.

(5) Where a person has given notice under paragraph (4), and the remains in question can be identified, that person may cause such remains to be—

- (a) removed and re-interred in any burial ground or cemetery in which burials may legally take place; or

(b) removed to, and cremated in, any crematorium;

and that person must, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (10).

(6) If the undertaker is not satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question is to be determined on the application of either party in summary manner by the county court, and the court may make an order specifying who is to remove the remains and as to the payment of the costs of the application.

(7) The undertaker must pay the reasonable expenses of removing and re-interring or cremating the remains of any deceased person under this article.

(8) If—

- (a) within the period of fifty-six days referred to in paragraph (4) no notice under that paragraph has been given to the undertaker in respect of any remains in the Order land;
- (b) such notice is given and no application is made under paragraph (6) within fifty-six days after the giving of the notice but the person who has given the notice fails to remove the remains within a further period of fifty-six days;
- (c) within fifty-six days after any order is made by the county court under paragraph (6) any person, other than the undertaker, specified in the order fails to remove the remains; or
- (d) it is determined that the remains to which any such notice under paragraph (4) relates cannot be identified;

subject to paragraph (9), the undertaker must remove the remains and cause them to be re-interred in such burial ground, or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose and, so far as possible, remains from individual graves must be re-interred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

(9) If the undertaker is satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and re-interment or cremation of the remains.

(10) On the re-interment or cremation of any remains under this article—

- (a) a certificate of re-interment or cremation must be sent by the undertaker to the Registrar General by the undertaker giving the date of re-interment or cremation and identifying the place from which the remains were removed and the place in which they were re-interred or cremated; and
- (b) a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (8) must be sent by the undertaker to the relevant planning authority mentioned in paragraph (3).

(11) The removal of the remains of any deceased person under this article must be carried out in accordance with any directions which may be given by the Secretary of State.

(12) Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.

(13) Section 25 (offence of removal of body from burial grounds) of the Burial Act 1857(28) is not to apply to a removal carried out in accordance with this article.

**Commencement Information**

**I17** Art. 17 in force at 11.10.2023, see [art. 1](#)

## PART 5

### Powers of acquisition

#### Compulsory acquisition of land

**18.**—(1) The undertaker may acquire compulsorily so much of the Order land as is required to carry out or to facilitate, or is incidental to, the authorised development.

(2) This article is subject to paragraph (2) of article 20 (compulsory acquisition of rights) and paragraph (8) of article 27 (temporary use of land for carrying out the authorised development).

**Commencement Information**

**I18** Art. 18 in force at 11.10.2023, see [art. 1](#)

#### Time limit for exercise of authority to acquire land compulsorily

**19.**—(1) After the end of the period of 5 years beginning on the day on which this Order is made—

- (a) no notice to treat is to be served under Part 1 (compulsory Purchase under Acquisition of Land Act of 1946) of the 1965 Act; and
- (b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act<sup>(29)</sup> as applied by article 23 (application of the 1981 Act).

(2) The authority conferred by article 27 (temporary use of land for carrying out the authorised development) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

**Commencement Information**

**I19** Art. 19 in force at 11.10.2023, see [art. 1](#)

#### Compulsory acquisition of rights

**20.**—(1) Subject to paragraph (2) the undertaker may acquire such rights over the Order land or impose restrictive covenants affecting the land as may be required for any purpose for which that land may be acquired under article 18 (compulsory acquisition of land), by creating them as well as acquiring rights already in existence.

(2) Subject to articles 22 (private rights) and 29 (statutory undertakers) in the case of the Order land specified in column (1) of Schedule 7 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of new rights in

<sup>(29)</sup> Section 4 was amended by sections 184 and 185 of, and paragraph 2 of Schedule 18 to, the Housing and Planning Act 2016 (c. 22).

the land or the imposition of restrictive covenants as may be required for the purpose specified in relation to that land in column (2) of that Schedule.

(3) Subject to Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 10 of Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants)), where the undertaker acquires a right over land or the benefit of a restrictive covenant, the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of a restrictive covenant.

(5) In any case where the acquisition of new rights or the imposition of restrictive covenants under paragraph (1) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

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**Commencement Information**

**I20** Art. 20 in force at 11.10.2023, see [art. 1](#)

**Compulsory acquisition of land: minerals**

**21.** Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981 are incorporated in this Order, subject to the following modifications—

- (a) paragraph 8(3) is not incorporated;
- (b) for “acquiring authority” substitute “undertaker”; and
- (c) for “undertaking” substitute “authorised development”.

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**Commencement Information**

**I21** Art. 21 in force at 11.10.2023, see [art. 1](#)

**Private rights**

**22.—**(1) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition under article 18 (compulsory acquisition of land) cease to have effect in so far as their continuance would be inconsistent with the exercise of the powers under article 18—

- (a) as from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or

- (b) on the date of entry on the land by the undertaker under section 11(1) (power of entry) of the 1965 Act<sup>(30)</sup>

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 18 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

- (a) as from the date of the acquisition of the right or the imposition of the restrictive covenant by the undertaker (whether the right is acquired compulsorily, by agreement or through the grant of lease of the land by agreement); or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act in pursuance of the right,

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) This article does not apply in relation to any right to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 29 (statutory undertakers) applies.

(6) Paragraphs (1) to (3) have effect subject to—

- (a) any notice given by the undertaker before—
- (i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;
  - (ii) the undertaker's appropriation of the land;
  - (iii) the undertaker's entry onto the land; or
  - (iv) the undertaker taking temporary possession of the land;
- that any or all of those paragraphs do not apply to any right specified in the notice; or
- (b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.

(7) If an agreement referred to in paragraph (6)(b)—

- (a) is made with a person in or to whom the right is vested or belongs; and
- (b) is expressed to have effect also for the benefit of those deriving title from or under that person;
- the agreement is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

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<sup>(30)</sup> Section 11(1) was amended by paragraph 14(3) of Schedule 4 to the Acquisition of Land Act 1981 (c. 67) paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1) and section 186(2) of the Housing and Planning Act 2016 (c. 22).

(8) Reference in this article to private rights over land includes reference to any trusts or incidents to which the land is subject.

#### Commencement Information

**I22** Art. 22 in force at 11.10.2023, see [art. 1](#)

#### Application of the 1981 Act

**23.**—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(2) The 1981 Act, as applied, has effect with the following modifications.

(3) In section 1 (application of Act) for sub-section (2) substitute—

“(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.”

(4) Omit section 5 (earliest date for execution of declaration).

(5) Omit section 5A (time limit for general vesting declaration).

(6) In section 5B(1) (extension of time limit during challenge)—

(a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent)”; and

(b) for “the three year period mentioned in section 5A” substitute “the five year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Awel y Môr Offshore Wind Farm Order 2023”.

(7) In section 6 (notices after execution of declaration) for sub-section (1)(b) substitute—

“on every other person who has given information to the acquiring authority with respect to any of that land further to the invitation published and served under section 134 of the Planning Act 2008,”.

(8) In section 7 (constructive notice to treat) in sub-section (1)(a) omit “(as modified by section 4 of the Acquisition of Land Act 1981)”.

(9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), for paragraph 1(2) substitute—

““But see article 24 (acquisition of subsoil only) of the Awel y Môr Offshore Wind Farm Order 2023 which excludes the acquisition of subsoil from this Schedule””.

(10) References to the 1965 Act in the 1981 Act are to be constructed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act and as modified by article 25 (modification of Part 1 of the 1965 Act) to the compulsory acquisition of the land under this Order.

#### Commencement Information

**I23** Art. 23 in force at 11.10.2023, see [art. 1](#)

#### Acquisition of subsoil only

**24.**—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of article 18 (compulsory acquisition of land) and paragraph (1) of article 20 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.



(2) Where the undertaker acquires any part of, or rights in the subsoil of land under paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(3) Paragraph (2) does not prevent Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as modified by article 25 (modification of Part 1 of the 1965 Act) or paragraph 10 of Schedule 8 as the case may be) from applying where the undertaker acquires any part of, or rights in a cellar, vault, arch or other construction forming part of a house, building or factory.

(4) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil only—

- (a) Schedule 2A to the 1965 Act (as modified by article 25 (modification of Part 1 of the 1965 Act));
- (b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and
- (c) section 153(4A) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act.

#### **Commencement Information**

**I24** Art. 24 in force at 11.10.2023, see [art. 1](#)

#### **Modification of Part 1 of the 1965 Act**

**25.**—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as set out in paragraphs (2) to (5).

(2) In section 4A(1)(a) (extension of time limit during challenge) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 4” substitute “section 118 (legal challenges relating to applications for orders granting development consent) of the 2008 Act, the five year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Awel y Môr Wind Farm Order 2023”.

(3) In section 11A (powers of entry: further notice of entry)—

- (a) in sub-section (1)(a), after “land” insert “under that provision”; and
- (b) in sub-section (2), after “land” insert “under that provision”.

(4) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for “section 4 of this Act” substitute “article 19 (time limit for exercise of authority to acquire land compulsorily) of the Awel y Môr Offshore Wind Farm Order 2023”.

(5) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)—

- (a) for paragraphs 1(2) and 14(2) substitute—  
“But see article 26(3) (acquisition of subsoil only) of the Awel y Môr Offshore Wind Farm Order 2023 which excludes the acquisition of subsoil only from this Schedule”; and
- (b) at the end insert—



## “Part 4

### INTERPRETATION

**30.** In this Schedule, references to entering on and taking possession of land do not include doing so under article 16 (protective works to buildings), article 27 (temporary use of land for carrying out the authorised development) or article 28 (temporary use of land for maintaining the authorised development) of the Awel y Môr Offshore Wind Farm Order 2023”.

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#### Commencement Information

**I25** Art. 25 in force at 11.10.2023, see [art. 1](#)

#### Rights under or over streets

**26.**—(1) The undertaker may enter on and appropriate so much of the subsoil of or air-space over any street within the Order limits as may be required for the purposes of the authorised development and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised development.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person’s interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 (sharing of cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

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#### Commencement Information

**I26** Art. 26 in force at 11.10.2023, see [art. 1](#)

#### Temporary use of land for carrying out the authorised development

**27.**—(1) The undertaker may, in connection with the carrying out of the authorised development, but subject to article 19 (time limit for exercise of authority to acquire land compulsorily)—

(a) enter on and take temporary possession of—

- (i) the land specified in column (1) of Schedule 6 (land of which only temporary possession may be taken) for the purpose specified in relation to that land in column

- (2) of that Schedule relating to the part of the authorised development specified in column (3) of that Schedule; and
- (ii) any other Order land in respect of which no notice of entry has been served under section 11 (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) of the 1981 Act;
- (b) remove any buildings, agricultural plant and apparatus, drainage, fences, debris and vegetation from that land;
- (c) construct temporary works (including the provision of means of access), structures and buildings on that land;
- (d) use the land for the purposes of a working site with access to the working site in connection with the authorised development;
- (e) construct any permanent works specified in relation to that land in column (3) of Schedule 6 (land of which only temporary possession may be taken), or any other mitigation works in connection with the authorised development; and
- (f) construct such works on that land as are mentioned in Part 1 (authorised development) of Schedule 1 (authorised development).
- (2) Not less than three months before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land and explain the purpose for which entry is taken in respect of land specified under paragraph (1)(a)(ii).
- (3) The undertaker must not, without the agreement of the owners of the land, remain in possession of any land under this article—
- (a) in the case of land specified in paragraph (1)(a)(i), after the end of the period of one year beginning with the date of completion of the part of the authorised development specified in relation to that land in column (3) of Schedule 6 (land of which only temporary possession may be taken); or
- (b) in the case of any land referred to in paragraph (1)(a)(ii), after the end of the period of one year beginning with the date of completion of the work for which temporary possession of the land was taken unless the undertaker has, by the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.
- (4) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—
- (a) replace a building removed under this article;
- (b) restore the land on which any permanent works (including ground strengthening works) have been constructed under paragraph (1)(e); or
- (c) remove any measures installed over or around statutory undertakers' apparatus to protect that apparatus from the authorised development.
- (5) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the powers conferred by this article.

(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (5).

(8) The undertaker must not compulsorily acquire, acquire new rights over or impose restrictive covenants over the land referred to in paragraph (1)(a)(i) of this Order.

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13(31) (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(11) Paragraph (1)(a)(ii) does not authorise the undertaker to take temporary possession of any land which the undertaker is not authorised to acquire under article 18 (compulsory acquisition of land) or article 20 (compulsory acquisition of rights).

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#### Commencement Information

**I27** Art. 27 in force at 11.10.2023, see [art. 1](#)

### Temporary use of land for maintaining the authorised development

**28.**—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised development, the undertaker may—

- (a) enter on and take temporary possession of any land within the Order land if such possession is reasonably required for the purpose of maintaining the authorised development; and
- (b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised development for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

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(31) Section 13 was amended by sections 139 of, and paragraph 28 of Schedule 13, and paragraph 1 of Schedule 23 to the Tribunals Courts and Enforcement Act 2007 (c. 15).

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(11) In this article "the maintenance period", in relation to any part of the authorised development means the period during which the authorised development exports electricity to the national electricity transmission network.

**Commencement Information**

**I28** Art. 28 in force at 11.10.2023, see [art. 1](#)

**Statutory undertakers**

**29.** Subject to the provisions of Schedule 9 (protective provisions) the undertaker may—

- (a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plans within the Order land and described in the book of reference; and
- (b) extinguish the rights of, and remove, relocate the rights of or reposition the apparatus belonging to statutory undertakers over or within the Order land.

**Commencement Information**

**I29** Art. 29 in force at 11.10.2023, see [art. 1](#)

**Recovery of costs of new connections**

**30.—(1)** Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 29 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 29 (statutory undertakers), any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
  - (b) the owner of a private sewer which communicated with that sewer;
- is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of

making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this paragraph—

“public communications provider” has the same meaning as in section 151(1) of the 2003 Act<sup>(32)</sup>; and

“public utility undertaker” means a gas, water, electricity or sewerage undertaker.

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#### Commencement Information

**I30** Art. 30 in force at 11.10.2023, see [art. 1](#)

#### Funding

**31.**—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any Order land unless it has first put in place either—

- (a) a guarantee and the amount of that guarantee approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2); or
- (b) an alternative form of security and the amount of that security for that purpose approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2).

(2) The provisions are—

- (a) article 18 (compulsory acquisition of land);
- (b) article 20 (compulsory acquisition of rights);
- (c) article 22 (private rights);
- (d) article 24 (acquisition of subsoil only);
- (e) article 26 (rights under or over streets);
- (f) article 27 (temporary use of land for carrying out the authorised development);
- (g) article 28 (temporary use of land for maintaining the authorised development);
- (h) article 29 (statutory undertakers); and
- (i) article 30 (recovery of costs of new connections).

(3) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2) is to be treated as enforceable against the guarantor or person providing the alternative form of security by any person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

(4) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

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(32) 2003 c. 21.

**Commencement Information**

**I31** Art. 31 in force at 11.10.2023, see [art. 1](#)

## PART 6

### Miscellaneous and general

#### Application of landlord and tenant law

**32.**—(1) This article applies to any agreement entered into by the undertaker under article 6 (benefit of Order) so far as it relates to the terms on which any land is subject to a lease granted by or under that agreement.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(3) No enactment or rule of law to which paragraph (2) applies is to apply in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

- (a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;
- (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or
- (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

**Commencement Information**

**I32** Art. 32 in force at 11.10.2023, see [art. 1](#)

#### Felling or lopping of trees and removal of hedgerows

**33.**—(1) Subject to paragraph (2) and article 34 (trees subject to tree preservation orders) the undertaker may fell or lop any tree or shrub, or cut back its roots, within or encroaching upon land within the Order limits if it reasonably believes it to be necessary to do so to prevent the tree or shrub—

- (a) from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or
- (b) from constituting a danger to persons using the authorised development.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must—

- (a) do no unnecessary damage to any tree or shrub; and
- (b) pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(4) The undertaker may, for the purposes of carrying out the authorised development but subject to paragraph (2)—

- (a) remove any hedgerow within the Order limits and specified in Schedule 10, part 1 (removal of hedgerows) that may be required to be removed for the purposes of carrying out the authorised project; and
- (b) remove the important hedgerows as are within the Order limits and specified in Schedule 10, Part 2 (removal of important hedgerows).

(5) In this article “hedgerow” and “important hedgerow” has the same meaning as in the Hedgerows Regulations 1997<sup>(33)</sup>.

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**Commencement Information**

**I33** Art. 33 in force at 11.10.2023, see [art. 1](#)

**Trees subject to tree preservation orders**

**34.**—(1) Subject to paragraph (2), the undertaker must not fell or lop or cut back the roots of any tree which is the subject of a tree preservation order.

(2) The undertaker may fell or lop any tree within or encroaching upon the Order limits that is subject to a tree preservation order which was made after 20 April 2022, or cut back its roots, if it reasonably believes it to be necessary in order to do so in order to prevent the tree—

- (a) from obstructing or interfering with onshore site preparation works the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or
- (b) from constituting an unacceptable source of danger (whether to children or to other persons).

(3) In carrying out any activity authorised by paragraph (1)—

- (a) the undertaker must not cause unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and
- (b) the duty contained in section 206(1) (replacement of trees) of the 1990 Act does not apply.

(4) The authority given by paragraph (1) constitutes a deemed consent under the relevant tree preservation order.

(5) Any dispute as to a person’s entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

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**Commencement Information**

**I34** Art. 34 in force at 11.10.2023, see [art. 1](#)

**Abatement of works abandoned or decayed**

**35.** Where any of the offshore works or any part of them is abandoned or allowed to fall into decay, the Secretary of State may, following consultation with the undertaker, issue a written notice requiring the undertaker at its own expense either to repair, make safe and restore one or any of those works, or remove Work No. 1 or any relevant part of it, without prejudice to any notice served

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(33) [S.I. 1997/1160](#).



under section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act<sup>(34)</sup>. The notice may also require the restoration of the site of the relevant part(s) of Work No 1.

**Commencement Information**

**I35** Art. 35 in force at 11.10.2023, see [art. 1](#)

**Saving provisions for Trinity House**

**36.** Nothing in this Order prejudices or derogates from any of the rights, duties or privileges of Trinity House.

**Commencement Information**

**I36** Art. 36 in force at 11.10.2023, see [art. 1](#)

**Crown rights**

**37.—**(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, [<sup>F4</sup>nothing in this Order authorises the undertaker or any lessee or licensee to take, use, enter upon or in any manner interfere with] any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

- (a) belonging to His Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;
- (b) belonging to His Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or
- (c) belonging to a government department or held in trust for His Majesty for the purposes of a government department without the consent in writing of that government department.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any Crown land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

(3) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and is deemed to have been given in writing where it is sent electronically.

**Textual Amendments**

**F4** Words in [art. 37\(1\)](#) substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), [art. 1](#), [Sch.](#)

**Commencement Information**

**I37** Art. 37 in force at 11.10.2023, see [art. 1](#)

**Protective provisions**

**38.** Schedule 9 (protective provisions) has effect.

<sup>(34)</sup> Section 105(2) was substituted by section 69(2) of the Energy Act 2008 (c. 32).



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**Commencement Information**

**I38** Art. 38 in force at 11.10.2023, see [art. 1](#)

**Operational land for the purposes of the 1990 Act**

**39.** Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) (cases in which land is to be treated as not being operational land) of the 1990 Act.

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**Commencement Information**

**I39** Art. 39 in force at 11.10.2023, see [art. 1](#)

**Certification of plans, etc.**

**40.**—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of all of the documents listed in Schedule 13 (documents to be certified) for certification that they are true copies of the documents referred to in this Order.

(2) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

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**Commencement Information**

**I40** Art. 40 in force at 11.10.2023, see [art. 1](#)

**Service of notices**

**41.**—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and [<sup>F5</sup>subject to paragraphs (5) to (8) by electronic transmission].

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to service by post) of the Interpretation Act 1978<sup>(35)</sup> as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at the time of service.

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(35) 1978 c. 30.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having any interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by name or by the description of “owner”, or as the case may be “occupier”, of the land (describing it); and
- (b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven days of receipt that the recipient requires a paper copy of all or part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of electronic communication given by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

(10) In this article “legible in all material respects” means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.

#### **Textual Amendments**

- F5** Words in art. 41(1)(c) substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, [Sch.](#)

#### **Commencement Information**

- I41** Art. 41 in force at 11.10.2023, see [art. 1](#)

#### **No double recovery**

**42.** Compensation is not payable in respect of the same matter both under this Order and under any other enactment, any contract or any rule of law, or under two or more different provisions of this Order.

#### Commencement Information

**I42** Art. 42 in force at 11.10.2023, see [art. 1](#)

#### Requirements, appeals, etc.

**43.**—(1) Sub-section (1) of section 78 (right to appeal against planning decisions and failure to take such decision) of the 1990 Act applies to the development consent granted by this Order and to the requirements except that it is modified so as to read for the purposes of this Order only as follows—

- (a) after “local planning authority” insert “or Secretary of State”;
- (b) after sub-section (b) insert the following—

“refuse or fails to determine an application for any consent, agreement or approval of that authority required by a requirement imposed on a grant of development consent or contained in a development consent order, or grant it subject to conditions; or”;

and

- (c) after sub-section (1), insert the following—

“(1A) Where the appeal under sub-section (1) relates to a decision by the Secretary of State, the appeal will be decided by a Secretary of State who would not be responsible for determining an application for development consent with the subject matter of the Awel y Môr Offshore Wind Farm Order 2023 as if section 103(1) of the 2008 Act applied.”

(2) Sections 78 (right to appeal against planning decisions and failure to take such decisions) and 79 (determination of appeals) of the 1990 Act have effect in relation to any appeal under the terms of this article except that the Secretary of State in question is the Secretary of State who would be responsible for determining an application for development consent with the subject matter of this Order if section 103(1) (Secretary of State is to decide applications) of the 2008 Act applied.

#### Commencement Information

**I43** Art. 43 in force at 11.10.2023, see [art. 1](#)

#### Arbitration

**44.**—(1) Subject to article 36 (saving provisions for Trinity House) any difference under any provision of this Order, unless otherwise provided for, is to be referred to and settled in arbitration in accordance with the rules at Schedule 12 (arbitration rules) of this Order, 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) For the avoidance of doubt, any matter for which the consent or approval of the Secretary of State is required under any provision of this Order is not subject to arbitration.

#### Commencement Information

**I44** Art. 44 in force at 11.10.2023, see [art. 1](#)

Signed by authority of the Secretary of State for Energy Security and Net Zero

19th September 2023

*David Wagstaff*  
Deputy Director, Energy Infrastructure Planning  
Department for Energy Security and Net Zero

## SCHEDULE 1

Article 2

## Authorised development

## PART 1

## Authorised development

**Commencement Information****I45** Sch. 1 Pt. 1 in force at 11.10.2023, see [art. 1](#)

A nationally significant infrastructure project as defined in sections 14 (Nationally significant infrastructure projects: general) and 15 (generating stations) of the 2008 Act which is located in the Irish Sea approximately 11 kilometres from the coast of North Wales and, comprising—

*Work No. 1—*

- (a) an offshore wind turbine generating station with a gross electrical output capacity of over 350 megawatts, comprising up to 50 wind turbine generators each fixed to the seabed by a foundation, and further comprising (b) to (f) below;
- (b) up to two offshore substation platforms each fixed to the seabed by a foundation;
- (c) one meteorological mast fixed to the seabed by a foundation;
- (d) floating buoys;
- (e) installation of subsea cable circuit to the Gwynt y Môr Offshore Wind Farm including cable crossings and cable protection; and
- (f) a network of subsea inter-array cables between (a), (b), (c), (d) and (e) including cable crossings and cable protection;

and associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising—

Offshore

*Work No. 1A—* Installation of a subsea cable circuit to the Gwynt y Môr Offshore Wind Farm, and alteration of existing scour protection, cable protection and cable crossings.

*Work No. 2—* Installation of up to two subsea cable circuits between Work No. 1 and Work No. 3 including up to three cable ducts (if required), cable protection and cable crossings.

*Work No. 2A—* Cofferdam works including piling and creation of pits for trenchless installation techniques.

Intertidal and in the County of Denbighshire

*Work No. 3—*

- (a) installation of up to two subsea cable circuits between Work No. 2 and Work No. 4 including up to three cable ducts (if required), cable protection and cable crossings;
- (b) cofferdam works including piling and creation of pits for trenchless installation techniques, trenchless installation technique works including the creation of entrance and exit pits;
- (c) removal and remediation of groynes; and
- (d) construction and use of haul roads, temporary construction working areas, cable installation vessel anchoring and laydown area.

*Work No. 3A—* Temporary working area including use for cable installation vessel anchoring.

**Changes to legislation:** There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

Work Nos. 1, 1A, 2, 2A, 3 and 3A are to be constructed seaward of MHWS within the area delineated by the co-ordinates shown on the location plan and listed in the Table 1 below, and within the area for each Work No. as shown on the works plan—

**Table 1**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
A	53° 19' 56.591" N	3° 27' 34.474" W
B	53° 19' 56.903" N	3° 27' 34.589" W
C	53° 19' 57.216" N	3° 27' 34.704" W
D	53° 19' 57.287" N	3° 27' 34.739" W
E	53° 19' 57.477" N	3° 27' 34.801" W
F	53° 19' 57.571" N	3° 27' 35.234" W
G	53° 19' 59.287" N	3° 27' 44.509" W
H	53° 20' 01.946" N	3° 27' 55.679" W
I	53° 20' 06.255" N	3° 28' 11.773" W
J	53° 20' 26.855" N	3° 29' 10.391" W
K	53° 20' 37.646" N	3° 30' 06.246" W
L	53° 20' 47.343" N	3° 31' 39.900" W
M	53° 20' 50.884" N	3° 32' 13.851" W
N	53° 22' 14.257" N	3° 34' 55.252" W
O	53° 22' 58.820" N	3° 36' 30.530" W
P	53° 23' 04.561" N	3° 36' 37.916" W
Q	53° 23' 08.522" N	3° 36' 42.054" W
R	53° 23' 12.999" N	3° 36' 45.555" W
S	53° 23' 17.090" N	3° 36' 49.051" W
T	53° 23' 21.056" N	3° 36' 52.116" W
U	53° 23' 25.025" N	3° 36' 54.537" W
V	53° 23' 28.743" N	3° 36' 55.879" W
W	53° 23' 31.952" N	3° 36' 56.140" W
X	53° 23' 36.191" N	3° 36' 55.987" W
Y	53° 23' 41.939" N	3° 36' 54.249" W
Z	53° 23' 47.152" N	3° 37' 19.725" W
AA	53° 23' 48.620" N	3° 37' 27.526" W
AB	53° 23' 52.897" N	3° 37' 51.225" W
AC	53° 23' 59.322" N	3° 38' 24.147" W

**Changes to legislation:** There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
AD	53° 24' 04.446" N	3° 38' 50.837" W
AE	53° 24' 15.695" N	3° 39' 49.463" W
AF	53° 24' 25.334" N	3° 40' 34.286" W
AG	53° 24' 35.822" N	3° 41' 23.083" W
AH	53° 24' 48.410" N	3° 42' 22.278" W
AI	53° 24' 50.783" N	3° 42' 33.447" W
AJ	53° 24' 58.061" N	3° 43' 09.291" W
AK	53° 25' 07.441" N	3° 43' 55.520" W
AL	53° 25' 18.073" N	3° 44' 45.489" W
AM	53° 25' 18.124" N	3° 44' 45.726" W
AN	53° 25' 57.263" N	3° 47' 53.732" W
AO	53° 26' 42.822" N	3° 51' 33.277" W
AP	53° 26' 45.640" N	3° 51' 46.880" W
AQ	53° 26' 54.174" N	3° 52' 28.086" W
AR	53° 27' 38.880" N	3° 52' 29.291" W
AS	53° 28' 07.642" N	3° 51' 49.081" W
AT	53° 29' 04.923" N	3° 51' 50.621" W
AU	53° 29' 08.519" N	3° 51' 50.717" W
AV	53° 29' 14.611" N	3° 51' 50.880" W
AW	53° 29' 16.731" N	3° 51' 50.937" W
AX	53° 29' 16.811" N	3° 51' 44.229" W
AY	53° 29' 16.893" N	3° 51' 37.376" W
AZ	53° 29' 26.671" N	3° 36' 37.688" W
BA	53° 29' 07.090" N	3° 37' 36.681" W
BB	53° 28' 41.908" N	3° 38' 47.993" W
BC	53° 28' 31.364" N	3° 39' 17.852" W
BD	53° 28' 05.012" N	3° 40' 32.271" W
BE	53° 27' 41.330" N	3° 40' 54.541" W
BF	53° 27' 41.174" N	3° 40' 54.481" W
BG	53° 27' 22.531" N	3° 40' 39.722" W
BH	53° 27' 17.024" N	3° 40' 24.467" W
BI	53° 27' 21.135" N	3° 39' 55.867" W
BJ	53° 27' 04.200" N	3° 39' 43.765" W

**Changes to legislation:** There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
BK	53° 26' 57.347" N	3° 39' 24.931" W
BL	53° 27' 01.451" N	3° 38' 57.761" W
BM	53° 26' 43.034" N	3° 38' 42.126" W
BN	53° 26' 40.500" N	3° 38' 36.582" W
BO	53° 26' 36.947" N	3° 38' 17.215" W
BP	53° 26' 26.587" N	3° 37' 28.603" W
BQ	53° 26' 19.457" N	3° 37' 17.500" W
BR	53° 26' 11.113" N	3° 37' 16.494" W
BS	53° 26' 02.742" N	3° 37' 27.803" W
BT	53° 25' 52.313" N	3° 37' 34.518" W
BU	53° 25' 40.571" N	3° 39' 12.934" W
BV	53° 25' 55.147" N	3° 39' 50.832" W
BW	53° 25' 57.330" N	3° 39' 56.489" W
BX	53° 25' 59.460" N	3° 40' 02.100" W
BY	53° 25' 59.220" N	3° 40' 08.910" W
BZ	53° 25' 58.980" N	3° 40' 15.719" W
CA	53° 26' 00.000" N	3° 40' 21.929" W
CB	53° 26' 01.019" N	3° 40' 28.140" W
CC	53° 25' 24.660" N	3° 39' 50.219" W
CD	53° 24' 47.491" N	3° 38' 05.284" W
CE	53° 24' 19.284" N	3° 36' 02.274" W
CF	53° 24' 17.813" N	3° 36' 01.036" W
CG	53° 24' 16.556" N	3° 35' 59.908" W
CH	53° 24' 15.363" N	3° 35' 58.852" W
CI	53° 24' 13.551" N	3° 35' 57.286" W
CJ	53° 24' 11.718" N	3° 35' 55.685" W
CK	53° 24' 10.163" N	3° 35' 54.302" W
CL	53° 24' 08.373" N	3° 35' 52.701" W
CM	53° 24' 07.431" N	3° 35' 51.914" W
CN	53° 24' 06.483" N	3° 35' 51.299" W
CO	53° 24' 03.796" N	3° 35' 49.370" W
CP	53° 24' 02.815" N	3° 35' 48.597" W
CQ	53° 23' 59.916" N	3° 35' 46.150" W



**Changes to legislation:** There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
CR	53° 23' 58.296" N	3° 35' 44.866" W
CS	53° 23' 57.375" N	3° 35' 44.109" W
CT	53° 23' 56.556" N	3° 35' 43.524" W
CU	53° 23' 55.242" N	3° 35' 42.675" W
CV	53° 23' 54.337" N	3° 35' 42.175" W
CW	53° 23' 53.214" N	3° 35' 41.575" W
CX	53° 23' 51.463" N	3° 35' 40.762" W
CY	53° 23' 49.840" N	3° 35' 40.023" W
CZ	53° 23' 49.135" N	3° 35' 39.620" W
DA	53° 23' 48.109" N	3° 35' 39.462" W
DB	53° 23' 46.163" N	3° 35' 39.041" W
DC	53° 23' 44.324" N	3° 35' 38.729" W
DD	53° 23' 43.233" N	3° 35' 38.535" W
DE	53° 23' 41.125" N	3° 35' 38.564" W
DF	53° 23' 39.301" N	3° 35' 38.732" W
DG	53° 23' 37.682" N	3° 35' 38.860" W
DH	53° 23' 36.950" N	3° 35' 38.850" W
DI	53° 23' 35.408" N	3° 35' 39.043" W
DJ	53° 23' 34.249" N	3° 35' 39.564" W
DK	53° 23' 33.464" N	3° 35' 39.813" W
DL	53° 23' 33.093" N	3° 35' 39.964" W
DM	53° 23' 32.980" N	3° 35' 39.997" W
DN	53° 23' 32.688" N	3° 35' 40.084" W
DO	53° 23' 32.256" N	3° 35' 40.198" W
DP	53° 23' 31.741" N	3° 35' 40.420" W
DQ	53° 23' 31.344" N	3° 35' 40.539" W
DR	53° 23' 30.663" N	3° 35' 40.717" W
DS	53° 23' 30.312" N	3° 35' 40.818" W
DT	53° 23' 29.994" N	3° 35' 40.911" W
DU	53° 23' 29.914" N	3° 35' 40.933" W
DV	53° 23' 29.832" N	3° 35' 40.973" W
DW	53° 23' 29.634" N	3° 35' 41.056" W
DX	53° 23' 29.502" N	3° 35' 41.118" W

**Changes to legislation:** There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
DY	53° 23' 29.387" N	3° 35' 41.163" W
DZ	53° 23' 29.270" N	3° 35' 41.210" W
EA	53° 23' 29.181" N	3° 35' 41.244" W
EB	53° 23' 29.079" N	3° 35' 41.284" W
EC	53° 23' 28.953" N	3° 35' 41.334" W
ED	53° 23' 28.909" N	3° 35' 41.351" W
EE	53° 23' 28.880" N	3° 35' 41.409" W
EF	53° 23' 28.818" N	3° 35' 41.533" W
EG	53° 23' 28.748" N	3° 35' 41.667" W
EH	53° 23' 28.682" N	3° 35' 41.787" W
EI	53° 23' 28.405" N	3° 35' 42.245" W
EJ	53° 23' 28.131" N	3° 35' 42.634" W
EK	53° 23' 27.851" N	3° 35' 42.974" W
EL	53° 23' 27.602" N	3° 35' 43.238" W
EM	53° 23' 27.310" N	3° 35' 43.504" W
EN	53° 23' 26.906" N	3° 35' 43.805" W
EO	53° 23' 26.645" N	3° 35' 43.962" W
EP	53° 23' 26.165" N	3° 35' 44.180" W
EQ	53° 23' 25.842" N	3° 35' 44.279" W
ER	53° 23' 25.444" N	3° 35' 44.349" W
ES	53° 23' 25.068" N	3° 35' 44.365" W
ET	53° 23' 24.716" N	3° 35' 44.335" W
EU	53° 23' 24.468" N	3° 35' 44.288" W
EV	53° 23' 24.142" N	3° 35' 44.194" W
EW	53° 23' 23.875" N	3° 35' 44.088" W
EX	53° 23' 23.481" N	3° 35' 43.880" W
EY	53° 23' 23.251" N	3° 35' 43.729" W
EZ	53° 23' 23.012" N	3° 35' 43.548" W
FA	53° 23' 22.882" N	3° 35' 43.438" W
FB	53° 23' 22.734" N	3° 35' 43.303" W
FC	53° 23' 22.557" N	3° 35' 43.127" W
FD	53° 23' 22.112" N	3° 35' 42.600" W
FE	53° 23' 21.779" N	3° 35' 42.114" W

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<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
FF	53° 23' 21.513" N	3° 35' 41.653" W
FG	53° 23' 21.301" N	3° 35' 41.228" W
FH	53° 23' 21.074" N	3° 35' 40.697" W
FI	53° 23' 13.240" N	3° 35' 24.325" W
FJ	53° 23' 09.510" N	3° 35' 16.827" W
FK	53° 22' 44.082" N	3° 34' 23.783" W
FL	53° 21' 33.122" N	3° 32' 10.584" W
FM	53° 21' 20.903" N	3° 31' 45.816" W
FN	53° 21' 18.580" N	3° 31' 29.186" W
FO	53° 21' 06.879" N	3° 29' 50.362" W
FP	53° 20' 56.981" N	3° 28' 51.981" W
FQ	53° 20' 37.819" N	3° 27' 52.310" W
FR	53° 20' 31.441" N	3° 27' 32.461" W
FS	53° 20' 29.868" N	3° 27' 27.564" W
FT	53° 20' 29.239" N	3° 27' 25.217" W
FU	53° 20' 26.020" N	3° 27' 15.899" W
FV	53° 20' 25.601" N	3° 27' 15.520" W
FW	53° 20' 25.190" N	3° 27' 15.220" W
FX	53° 20' 24.502" N	3° 27' 14.846" W
FY	53° 20' 23.456" N	3° 27' 14.126" W
FZ	53° 20' 22.026" N	3° 27' 13.420" W
GA	53° 20' 21.377" N	3° 27' 13.087" W
GB	53° 20' 20.189" N	3° 27' 12.303" W
GC	53° 20' 15.453" N	3° 27' 09.555" W
GD	53° 20' 14.270" N	3° 27' 08.901" W
GE	53° 20' 13.460" N	3° 27' 08.493" W
GF	53° 20' 12.395" N	3° 27' 07.779" W
GG	53° 20' 11.610" N	3° 27' 07.036" W
GH	53° 20' 11.327" N	3° 27' 06.816" W
GI	53° 20' 11.090" N	3° 27' 06.631" W
GJ	53° 20' 10.973" N	3° 27' 06.540" W
GK	53° 20' 10.853" N	3° 27' 06.447" W
GL	53° 20' 10.475" N	3° 27' 06.152" W

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The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
GM	53° 20' 10.096" N	3° 27' 05.857" W
GN	53° 20' 08.741" N	3° 27' 04.994" W
GO	53° 20' 08.658" N	3° 27' 04.941" W
GP	53° 20' 08.625" N	3° 27' 04.920" W
GQ	53° 19' 59.650" N	3° 26' 59.204" W
GR	53° 19' 57.732" N	3° 26' 58.372" W
GS	53° 19' 57.493" N	3° 27' 00.000" W
GT	53° 19' 57.478" N	3° 27' 00.448" W
GU	53° 19' 57.578" N	3° 27' 01.284" W
GV	53° 19' 57.742" N	3° 27' 02.138" W
GW	53° 19' 57.772" N	3° 27' 02.631" W
GX	53° 19' 57.689" N	3° 27' 03.331" W
GY	53° 19' 57.535" N	3° 27' 03.969" W
GZ	53° 19' 57.282" N	3° 27' 05.123" W
HA	53° 19' 57.188" N	3° 27' 05.644" W
HB	53° 19' 57.091" N	3° 27' 06.176" W
HC	53° 19' 56.961" N	3° 27' 06.734" W
HD	53° 19' 56.748" N	3° 27' 07.500" W
HE	53° 19' 56.687" N	3° 27' 07.979" W
HF	53° 19' 56.646" N	3° 27' 08.421" W
HG	53° 19' 56.429" N	3° 27' 09.257" W
HH	53° 19' 56.265" N	3° 27' 09.705" W
HI	53° 19' 55.987" N	3° 27' 10.474" W
HJ	53° 19' 55.637" N	3° 27' 11.441" W
HK	53° 19' 55.347" N	3° 27' 12.258" W
HL	53° 19' 54.677" N	3° 27' 14.128" W
HM	53° 19' 54.315" N	3° 27' 15.153" W
HN	53° 19' 54.067" N	3° 27' 15.897" W
HO	53° 19' 54.019" N	3° 27' 16.041" W
HP	53° 19' 53.753" N	3° 27' 16.918" W
HQ	53° 19' 53.495" N	3° 27' 17.926" W
HR	53° 19' 53.279" N	3° 27' 18.892" W
HS	53° 19' 53.012" N	3° 27' 19.829" W

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The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
HT	53° 19' 52.813" N	3° 27' 20.530" W
HU	53° 19' 52.615" N	3° 27' 21.351" W
HV	53° 19' 52.571" N	3° 27' 21.579" W
HW	53° 19' 52.439" N	3° 27' 22.269" W
HX	53° 19' 52.020" N	3° 27' 25.023" W
HY	53° 19' 51.867" N	3° 27' 26.071" W
HZ	53° 19' 52.837" N	3° 27' 27.871" W
IA	53° 19' 56.346" N	3° 27' 34.384" W

In the County of Denbighshire:

*Work No. 4*— Installation of up to two buried cable circuits with up to three cable ducts (if required) between Work No. 3 and Work No. 5; including cable crossings, cable protection, cofferdam works including piling, trenchless installation technique works, creation of pits for trenchless installation techniques; cable trenching works and removal and remediation of groynes, construction of haul road, temporary construction working areas, cable installation vessel anchoring and laydown area.

*Work No. 5*— Installation of up to two buried cable circuits with up to 3 cable ducts (if required) between Work No. 4 and Work No. 8; including trenchless installation technique works, and temporary construction working areas and laydown area.

*Work No. 6*— Temporary working area including:

- (a) creation of construction access to Work Nos. 3, 3A, 4, 5, 6A and 7 from Rhyl Coast Road; including works to junctions and visibility splays and removal and remediation of groynes; and
- (b) trenchless installation technique works.

*Work No. 6A*— Within Work No. 6 construction of a temporary construction compound and laydown area.

*Work No. 7*— Creation of construction and operational access to Work Nos. 3, 3A, 4, 5, 6 and 6A from Rhyl Coast Road; including works to junctions and visibility splays, and removal and remediation of groynes, construction of a haul road, temporary construction working areas and laydown area.

*Work No. 7A*— Within Work No. 7, construction of a temporary construction compound and laydown area.

*Work No. 8*— Installation of up to two buried cable circuits with up to 3 cable ducts (if required) and—

- (a) construction of a haul road;
- (b) a temporary construction working area;
- (c) creation and improvement of accesses including works to junctions and visibility splays; and
- (d) improvement works to existing bridge.

*Work No. 8A*— Within Work No. 8, installation of:

- (a) up to two transition joint bays;
- (b) trenchless installation techniques including the creation of pits; and
- (c) a temporary construction compound.

*Work No. 9*— Installation of up to two buried cable circuits with cable ducts (if required) between Work No. 8 and Work No. 11 from the south of the landfall to Dyserth Road, approximately 734 m; cable ducts, trenchless installation technique pit works including the creation of entrance and exit pits, and cable trenching works; construction of a haul road, temporary construction accesses and working areas and laydown area, creation and improvement of accesses including works to junctions and visibility splays.

*Work No. 10*— Creation of construction access, construction of a haul road, temporary construction working areas and laydown, and creation and improvement of accesses to the public highway including works to junctions and visibility splays.

*Work No. 10A*— Within Work No. 10, the creation of a temporary construction compound of no more than 10,000 m<sup>2</sup>.

*Work No. 11*— Installation of up to two buried cable circuits with cable ducts (if required) between Work No. 9 and Work No. 15 from Dyserth Road to the A525/A547 highway, approximately 2,467 m; including cable ducts, trenchless installation technique pit works including the creation of entrance and exit pits and cable trenching works; construction of a haul road, temporary construction working areas and laydown area, creation and improvement of accesses including works to junctions and visibility splays.

*Work No. 12*— Creation of construction access, construction of a haul road, temporary construction working areas and laydown area and works to create a temporary crossing.

*Work No. 13*— Creation of construction access, construction of a haul road, temporary construction working areas and laydown area.

*Work No. 14*— Creation of construction access, construction of a haul road, temporary construction working area and laydown area, and creation and improvement of accesses to the public highway including works to junctions and visibility splays.

*Work No. 14A*— Within Work No. 14, the creation of a temporary construction compound of no more than 22,500 m<sup>2</sup>.

*Work No. 15*— Installation of up to two buried cable circuits with cable ducts (if required) between Work No. 11 and Work No. 18 from the A525/A547 highway to the river Ffyddion approximately 763 m; including cable crossings, trenchless technique pit works including the creation of entrance and exit pits and cable trenching works; construction of a haul road including watercourse crossing, temporary construction working areas and laydown area, creation and improvement of accesses.

*Work No. 16*— Creation of construction access, construction of a haul road, temporary working areas and laydown area, and creation and improvement of accesses to the public highway including works to junctions and visibility splays.

*Work No. 16A*— Within Work No. 16, the creation of a temporary construction compound of no more than 10,000 m<sup>2</sup>.

*Work No. 17*— Creation of construction access, construction of a haul road, temporary construction working areas and laydown area to north of the river Clwyd, and creation and improvement of accesses to public highway including works to junctions and visibility splays.

*Work No. 18*— Installation of up to two buried cable circuits with cable ducts (if required) between Work No. 15 and Work No. 19 from the river Ffyddion to the river Clwyd, approximately 485 m; including cable ducts, trenchless technique pit works including the creation of entrance and exit pits and cable trenching works; construction of a haul road including watercourse crossing, temporary construction working area and laydown area and creation and improvement of accesses.

*Work No. 19*— Installation of up to two buried cable circuits within cable ducts (if required) between Work No. 18 and Work No. 21 from the river Clywd to the A547/Abergele Road approximately 1,003 m; including cable ducts, trenchless technique pit works including the creation of entrance and exit pits and cable trenching works; construction of a haul road, temporary construction working

areas and laydown area, creation and improvement of accesses including works to junctions and visibility splays.

*Work No. 20*— Creation of construction access, construction of a haul road, temporary construction working areas and laydown area to north of the A547/Abergele Road, and creation and improvement of accesses to public highway including works to junctions and visibility splays.

*Work No. 20A*— Within Work No. 20, construction of temporary construction compound of no more than 22,500 m<sup>2</sup>.

*Work No. 21*— Installation of up to two buried cable circuits within cable ducts (if required) between Work No. 19 and Work No. 23; from the A547/Abergele Road to Bodelwyddan Road, approximately 1,021 m; including cable ducts, trenchless technique pit works including the creation of entrance and exit pits and cable trenching works; construction of a haul road, temporary construction working areas and laydown area, creation and improvement of accesses including works to junctions and visibility splays.

*Work No. 22*— Creation of construction access, construction of a haul road, temporary working area and laydown area to the north of Bodelwyddan Road, and creation and improvement of accesses to the public highway including works to junctions and visibility splays.

*Work No. 22A*— Within Work No. 22, construction of a temporary construction compound of no more than 10,000 m<sup>2</sup>.

*Work No. 23*— Installation of up to two buried cable circuits within cable ducts (if required) between Work No. 21 and Work No. 29 from Bodelwyddan Road to the south of the A55 highway, approximately 2,432 m; including cable ducts, trenchless technique pit works including the creation of entrance and exit pits and cable trenching works; construction of a haul road, temporary construction working areas and laydown area, creation and improvement of accesses including works to junctions and visibility splays.

*Work No. 24*— Creation of construction access, works to temporarily improve and increase visibility splays for the public highway during construction.

*Work No. 25*— Creation of construction access, construction of a haul road, temporary construction working areas and laydown area and improvements to existing bridge.

*Work No. 26*— Creation of construction access, construction of a haul road, temporary construction working areas and laydown area to the north of the A55 road and creation and improvement of accesses to public highway including works to junctions and visibility splays.

*Work No. 26A*— Within Work No. 26, the construction of a temporary construction compound of no more than 22,500 m<sup>2</sup>.

*Work No. 27*— Creation of construction access, construction of a haul road, temporary construction working areas and laydown area and creation and improvement of accesses to the public highway including works to junctions and visibility splays.

*Work No. 28*— Drainage works including connections to existing drainage and creation of new sustainable drainage including attenuation pond(s).

*Work No. 29*— Installation of up to two buried cable circuits with cable ducts (if required) between Work No. 23 and Work Nos. 31 and 31A from south of the A55 highway to the electrical substation approximately 197 m, including:

- (a) cable ducts, trenchless installation technique pit works including the creation of entrance and exit pits and cable trenching works;
- (b) construction of a haul road, temporary construction working areas and laydown area;
- (c) creation and improvement of accesses including works to junctions and visibility splay;
- (d) permanent landscaping, ecological and environmental works;

- (e) drainage works including connections to existing drainage and creation of new sustainable drainage including attenuation pond(s); and
- (f) utilities connections area.

*Work No. 30*— An access, drainage and utilities works area comprising:

- (a) temporary construction working areas and laydown areas;
- (b) temporary access roads and haul road including temporary land re-profiling;
- (c) drainage works including connections to existing drainage and creation of new sustainable drainage including attenuation pond(s);
- (d) permanent landscaping, ecological and environmental works; and
- (e) utilities connections.

*Work No. 30A*— Within Work No. 30, creation of a temporary construction compound and laydown area of no more than 37,500 m<sup>2</sup>.

*Work No. 31*— Creation of the substation compound area including:

- (a) land re-profiling and creation of platform or foundations for Work No. 31A;
- (b) security fencing;
- (c) landscaping;
- (d) utilities connections;
- (e) drainage works including connections to existing drainage and creation of new sustainable drainage including attenuation pond(s);
- (f) temporary and permanent access roads;
- (g) temporary construction areas, lay down areas and haul roads;
- (h) installation of up to two buried cable circuits within cable ducts (if required);
- (i) installation of up to two buried 400kV cable circuits within cable ducts (if required);
- (j) cable crossings, cable protection, cable ducts, trenchless installation technique pit works including the creation of entrance and exit pits and cable trenching works; and
- (k) creation of permanent ecological and environmental mitigation works including habitat creation.

*Work No. 31A*— Within Work No. 31, construction of electrical substation infrastructure including:

- (a) a compound for electrical works necessary for the onward transmission of electricity (the “substation compound”) containing (but not limited to) switchgear and electrical equipment including power transformers, reactive compensation equipment, filters, cooling equipment, control and welfare buildings, lightning rods, internal roads, security fencing and other associated equipment, structures and buildings including noise-attenuation works; and
- (b) permanent security fencing and security gate.

*Work No. 32*— Installation of up to two buried 400kV cable circuits with cable ducts (if required) between Work No. 31 and Work No. 36 from the electrical substation to Glascoed Road; including:

- (a) cable ducts, trenchless installation technique pit works including the creation of entrance and exit pits and cable trenching works;
- (b) creation of construction access, construction of a haul road;
- (c) temporary construction working areas and laydown area;
- (d) creation and improvement of accesses including works to junctions and visibility splays;
- (e) permanent landscaping, ecological and environmental works;



- (f) drainage works including connections to existing drainage and creation of new sustainable drainage including attenuation pond(s); and
- (g) utilities connections area.

*Work No. 33*— An access, drainage and utilities works area comprising:

- (a) temporary construction working areas and laydown area;
- (b) temporary access roads and haul road including temporary land re-profiling;
- (c) permanent access roads and visibility splays;
- (d) permanent landscaping, ecological and environmental works;
- (e) drainage works including connections to existing drainage and creation of new sustainable drainage including attenuation pond(s); and
- (f) utilities connections.

*Work No. 34*— Creation of new temporary and permanent visibility splays and improvement of existing visibility splays.

*Work No. 35*— Permanent landscaping, ecological and environmental works, drainage works including connections to existing drainage and creation of new sustainable drainage including attenuation pond(s), and utilities connections.

*Work No. 36*— Installation of up to two buried 400kV cable circuits with cable ducts (if required) between Work No. 32 and Work No. 40 from Glascoed Road to the National Grid substation approximately 912 m; including cable ducts, trenchless installation technique pit works including the creation of entrance and exit pits and cable trenching works; construction of a haul road, temporary construction working areas and laydown area, creation and improvement of accesses including works to junctions and visibility splays.

*Work No. 37*—

- (a) creation of construction access, construction of a haul road and temporary construction working areas; and
- (b) creation and improvement of accesses to public highway including works to junctions, creation of a new bellmouth junction and visibility splays.

*Work No. 37A*— Within Work No. 37, creation of a temporary construction compound and laydown area of no more than 10,000 m<sup>2</sup> to the south of Glascoed Road.

*Work No. 38*— Creation of construction access, creation and improvement of visibility splays, works to highway verges to improve existing visibility splays.

*Work No. 39*—

- (a) creation of construction access, construction of a haul road, temporary construction working areas and laydown area and creation and improvement of accesses to public highway including works to junctions and visibility splays; and
- (b) creation of permanent access, including works to connect the access to Glascoed Road.

*Work No. 39A*— Within Work No. 39, creation of a temporary construction compound and laydown area of no more than 10,000 m<sup>2</sup>.

*Work No. 40*— Electrical works to connect to the National Grid substation—

- (a) works needed to connect the authorised project to the National Grid substation at Bodelwyddan that National Grid is not required, under its transmission licence, to carry out itself including (but not limited to) cabling, cable sealing ends, circuit breakers, surge arrestors, dis-connectors, transformers, busbars and busbar clamp measuring equipment, relay marshalling rooms and electrical earthing works;

- (b) installation of up to two buried 400kV cable circuits with cable ducts (if required) between Work No. 36 and the National Grid substation; including cable ducts, trenchless installation technique pit works including the creation of entrance and exit pits and cable trenching works;
- (c) construction of a haul road, temporary construction compound and laydown area; and
- (d) creation of access roads to provide operational and maintenance access.

*Work No. 41*— Access roads to provide operational access from the public highways to Work Nos. 4 to 40 and any associated development.

and in connection with Work Nos. 1 to 3A and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as rock placement and the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) dredging;
- (d) the removal of material from the seabed required for the construction of Work Nos. 1 to 3 and the disposal of inert material of natural origin and/or dredged material within the Order limits produced during construction drilling, and seabed preparation for the installation of the foundations of the offshore structures or during seabed preparation for cable laying;
- (e) creation and use of temporary vessel laydown areas, use of cable anchors;
- (f) removal of static fishing equipment;
- (g) lighting; and
- (h) erection of temporary cofferdams during construction.

and in connection with Work Nos. 4 to 41 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (i) haul roads, ramps, watercourse and other temporary crossings, means of access and other vehicular and/or pedestrian means of access, including creation of new tracks and footpaths, and/or widening, upgrades, alterations and improvements of existing roads, tracks and footpaths;
- (j) bunds, embankments, swales, landscaping, fencing and boundary treatments and alteration of groyne;
- (k) provision of temporary and permanent ecological and environmental mitigation and compensation works;
- (l) spoil storage and associated control measures;
- (m) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable markers, tiles and tape, and lighting and other works associated with laying cables and/or pulling cables through cable ducts;
- (n) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems, temporary drainage during installations of cables and culverting;
- (o) works to alter the position of apparatus, including mains, sewers, drains and cables;
- (p) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;

**Changes to legislation:** There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

- (q) landscaping works and habitat creation;
- (r) works for the benefit or protection of land affected by the authorised development;
- (s) working sites in connection with the construction of the authorised development, construction lay down areas and compounds and storage compounds;
- (t) works of restoration;
- (u) fencing or other means of enclosure; and
- (v) such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development.

## PART 2

### Ancillary works

#### Commencement Information

**I46** Sch. 1 Pt. 2 in force at 11.10.2023, see [art. 1](#)

Works within the Order limits which fall within the scope of the work assessed by the environmental statement comprising—

- (a) intrusive ground investigations including the making of boreholes and trial pits;
- (b) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised development;
- (c) marking buoys, beacons, fenders and other navigational warning or ship impact protection works; and
- (d) temporary works for the benefit or protection of land, watercourses or structures affected by the authorised development.

#### SCHEDULE 2

Article 2

#### Requirements

#### Time limits

**1.** The authorised development must commence no later than the expiration of five years beginning with the date this Order comes into force.

#### Commencement Information

**I47** Sch. 2 para. 1 in force at 11.10.2023, see [art. 1](#)

#### Offshore design parameters

**2.—(1)** The wind turbine generators to be constructed or operated as part of the authorised development must be located within the area delineated by the co-ordinates in Table 2 and shown on sheet 2 of the works plan and, subject to any lighting approved under requirement 3, there must be no material difference in the size and appearance of the wind turbine generators.

**Table 2**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
IC	53° 25' 18.124" N	3° 44' 45.726" W
ID	53° 25' 57.263" N	3° 47' 53.732" W
IE	53° 26' 42.823" N	3° 51' 33.278" W
IF	53° 29' 16.893" N	3° 51' 37.376" W
IG	53° 29' 26.671" N	3° 36' 37.688" W
IH	53° 29' 7.091" N	3° 37' 36.682" W
II	53° 28' 41.909" N	3° 38' 47.993" W
IJ	53° 28' 31.364" N	3° 39' 17.852" W
IK	53° 28' 5.013" N	3° 40' 32.272" W
IL	53° 27' 1.865" N	3° 41' 31.636" W
IM	53° 26' 45.454" N	3° 41' 14.509" W

(2) The offshore works must be constructed in accordance with the parameters assessed in the environmental statement and set out in Table 3.

**Table 3**

<i>Parameter</i>	<i>Value</i>
Maximum number of wind turbine generators	50
Maximum total rotor swept area (m <sup>2</sup> )	2,500,412
Maximum height of wind turbine generators when measured from MHWS to the tip of the vertical blade (m)	332
Maximum rotor diameter of each wind turbine generator (m)	306
Minimum distance from MHWS to the lowest point of the rotating blade for each wind turbine generator (m)	22
Minimum distance between wind turbine generators (in all directions measured from the centre point of each wind turbine generator) (m)	830
Maximum pile diameter of single pile structures (m)	15
Maximum pile diameter of two or more pile structures (m)	8
Maximum total seabed footprint for wind turbine generators (excluding scour protection) (m <sup>2</sup> )	98,175
Maximum total seabed footprint for wind turbine generators (including scour protection) (m <sup>2</sup> )	570,209
Maximum width of any supporting structure (m) at mean sea level	15
Maximum number of offshore substations	2
Maximum dimensions of offshore substations:	77.3

**Changes to legislation:** There are currently no known outstanding effects for the *The Awel y Môr Offshore Wind Farm Order 2023*. (See end of Document for details)

<i>Parameter</i>	<i>Value</i>
Height when measured from MHWS (m)	80
Length (m)	4,000
Topside area (m <sup>2</sup> )	
Maximum total seabed footprint area for offshore substation foundations (excluding scour protection) (m <sup>2</sup> )	14,000
Maximum total seabed footprint area for offshore substation foundations (including scour protection) (m <sup>2</sup> )	21,600
Maximum volume of natural material for disposal (m <sup>3</sup> )	12,920,356
Maximum total volume of scour protection for wind turbine generators and offshore substations (m <sup>3</sup> )	952,282
Maximum number of meteorological masts	1
Maximum total seabed footprint area for meteorological mast foundations (excluding scour protection) (m <sup>2</sup> )	20
Maximum total seabed footprint area for meteorological mast foundations (including scour protection) (m <sup>2</sup> )	855
Maximum width of any supporting structure for meteorological mast (m)	5
Maximum number of any LiDAR measurement buoys	3
Maximum number of any permanent vessel buoys	3
Maximum total length of cables (km)	203.4
Maximum volume of cable protection (m <sup>3</sup> )	366,513
Maximum footprint of cable protection (m <sup>2</sup> )	474,476
Maximum number of cable crossings	19

#### **Commencement Information**

**I48** Sch. 2 para. 2 in force at 11.10.2023, see [art. 1](#)

#### **Aviation safety**

**3.—(1)** The undertaker must exhibit such lights, with such shape, colour and character and at such times as are required by Air Navigation Order 2016 and/or determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority. Lighting installed specifically to meet Ministry of Defence aviation safety requirements must remain operational for the life of the authorised development unless otherwise agreed with the Ministry of Defence.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the offshore works, of the following—

- (a) the date of the commencement of construction of the offshore works;

- (b) the date any wind turbine generators are brought into use;
- (c) the maximum height of any construction equipment to be used;
- (d) the maximum heights of any wind turbine generator, meteorological mast and offshore electrical platform to be constructed; and
- (e) the latitude and longitude of each wind turbine generator, meteorological mast and offshore electrical platform to be constructed; and

the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the offshore works.

(3) The lights installed in accordance with paragraph (1) will be operated at the lowest permissible lighting intensity level.

**Commencement Information**

**I49** Sch. 2 para. 3 in force at 11.10.2023, see [art. 1](#)

**Offshore Noise**

4. Except in an emergency, the noise generated during the construction of Work No. 1 when measured at as close as practicable to the receptor OS Grid Reference 279980; 381977 must not, in onshore wind weather conditions, exceed 50 dB(A) Leq 1 hour between the hours of 2300 and 0700 when measured in accordance with British Standard BS5228:2009+A1:2014, ‘Code of practice for noise and vibration control on construction and open sites’. Onshore wind weather conditions are when the receptor is downwind of the piling location by plus or minus 45 degrees.

**Commencement Information**

**I50** Sch. 2 para. 4 in force at 11.10.2023, see [art. 1](#)

**Stages of authorised development**

5.—(1) The onshore works may not be commenced until notification has been submitted to the relevant planning authority detailing whether the onshore works will be constructed—

- (a) in a single stage; or
- (b) in two or more stages.

(2) The onshore works may not be commenced until details of the stages of the onshore works have been submitted to and approved by the relevant planning authority.

(3) The construction of the onshore works must follow the details provided under subparagraph (2) of this requirement.

**Commencement Information**

**I51** Sch. 2 para. 5 in force at 11.10.2023, see [art. 1](#)

**Substation works**

6.—(1) Construction of Work No. 31A must not commence until details of—

**Changes to legislation:** There are currently no known outstanding effects for the *The Awel y Môr Offshore Wind Farm Order 2023*. (See end of Document for details)

- (a) the layout;
- (b) scale;
- (c) proposed finished ground levels;
- (d) hard surfacing materials;
- (e) the dimensions, colour and materials used for the buildings;
- (f) security fencing;
- (g) vehicular and pedestrian access, parking and circulation areas; and
- (h) proposed and existing functional services above and below ground, including drainage, power and communications cables and pipelines, manholes and supports;

have been submitted to and approved by the relevant planning authority following consultation with Natural Resources Wales as appropriate.

(2) The details submitted under sub-paragraph (1) of this requirement must be in accordance with requirement 7 (detailed design parameters onshore) and substantially in accordance with the design principles document.

(3) Work No. 31A must be carried out in accordance with the approved details.

**Commencement Information**

**I52** Sch. 2 para. 6 in force at 11.10.2023, see [art. 1](#)

**Detailed design parameters onshore**

7.—(1) The onshore works must not exceed the parameters assessed in the environmental statement and set out in Table 4 and sub-paragraph (2).

**Table 4**

<i>Parameter</i>	<i>Value</i>
Maximum number of landfall transition joint bays	2
Maximum number of connection bays within Work No. 40	2

(2) In relation to Work No. 31A—

- (a) if air insulated switchgear is installed—
  - (i) the highest part of any reactive compensation building must not exceed 41.675m above Ordnance Datum and the highest part of any other building must not exceed 40.675m above Ordnance Datum;
  - (ii) the highest part of any external electrical equipment or enclosure, excluding lightning rods, must not exceed 46.675m above Ordnance Datum;
  - (iii) the total area of the fenced compound (excluding its accesses) must not exceed 50,000m<sup>2</sup>;
  - (iv) the total number of lightning rods within the fenced compound area must not exceed 12 and the height of any lightning rod must not exceed 52.2m above Ordnance Datum;
- (b) if gas insulated switchgear is installed—

- (i) the highest part of the main gas insulated switchgear substation building must not exceed 49.975m above Ordnance Datum;
- (ii) the highest part of any reactive compensation building must not exceed 42.475m above Ordnance Datum and subject to sub-paragraph (i) the highest part of any other building must not exceed 41.475m above Ordnance Datum;
- (iii) the highest part of any external electrical equipment or enclosure, excluding lightning rods, must not exceed 47.475m above Ordnance Datum;
- (iv) the total area of the fenced compound (excluding its accesses) must not exceed 30,000m<sup>2</sup>; and
- (v) the total number of lightning rods within the fenced compound area must not exceed 12 and the height of any lightning rod must not exceed 53m above Ordnance Datum.

(3) Trenchless installation techniques must be used to install the cable ducts and electrical circuits where identified in the crossings schedule for the purpose of passing under a relevant obstruction unless otherwise agreed by the relevant planning authority, following consultation with the relevant drainage boards, Natural Resources Wales and the highways authority.

(4) In this requirement “reactive compensation building” means any building housing electrical compensation equipment for Work No 31A.

**Commencement Information**

**I53** Sch. 2 para. 7 in force at 11.10.2023, see [art. 1](#)

**Provision of landscaping**

**8.**—(1) Work No. 31A must not be commenced until a written landscaping scheme and associated work programme in accordance with the outline landscape and ecology management plan for Work No. 31A has been submitted to and approved by the relevant planning authority following consultation with Natural Resources Wales as appropriate.

(2) The written landscaping scheme must include details of all proposed hard and soft landscaping works including—

- (a) location, number, species, size and planting density of any proposed planting including any trees; and
- (b) implementation timetables for all landscaping works.

(3) The written landscaping scheme and associated work programme must be carried out in accordance with the approved details.

**Commencement Information**

**I54** Sch. 2 para. 8 in force at 11.10.2023, see [art. 1](#)

**Implementation and maintenance of landscaping**

**9.**—(1) All landscaping works must be carried out in accordance with the landscaping scheme approved under requirement 8 (provision of landscaping).

(2) Any tree or shrub planted as part of an approved landscaping scheme that, within a period of five years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a



specimen of the same species and size as that originally planted unless a different species is otherwise agreed with the relevant planning authority.

#### Commencement Information

**I55** Sch. 2 para. 9 in force at 11.10.2023, see [art. 1](#)

### Code of construction practice

**10.**—(1) No stage of the onshore works may commence until for that stage a code of construction practice has been submitted to and approved by the relevant planning authority in consultation with the highway authority as appropriate following consultation with Natural Resources Wales as appropriate and in relation to sub-paragraph (2)(d) the Welsh Ministers.

(2) The code of construction practice must accord with the outline code of construction practice and include, as appropriate to the relevant stage—

- (a) construction method statement;
- (b) noise and vibration management plan;
- (c) air quality management plan;
- (d) soil management plan;
- (e) site waste management plan;
- (f) pollution prevention and emergency incident response plan;
- (g) construction traffic management plan;
- (h) public access management plan;
- (i) travel plan;
- (j) artificial light emissions plan;
- (k) invasive non-native species management plan; and
- (l) construction communications plan.

(3) The code of construction practice approved in relation to the relevant stage of the onshore works must be followed in relation to that stage of the onshore works.

(4) Pre-commencement works must only take place in accordance with the relevant details set out in the outline code of construction practice as certified.

#### Commencement Information

**I56** Sch. 2 para. 10 in force at 11.10.2023, see [art. 1](#)

### Highway accesses

**11.**—(1) No new permanent means of access to a highway to be used by vehicular traffic, or any permanent alteration to an existing means of access to a highway used by vehicular traffic may be formed until written details of the design, layout and siting of that new or altered access have been submitted to and approved by the relevant planning authority in consultation with the highway authority.

(2) The highway accesses must be constructed in accordance with the approved details.

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**Commencement Information**

**I57** Sch. 2 para. 11 in force at 11.10.2023, see [art. 1](#)

**Onshore archaeology**

**12.**—(1) No stage of the onshore works may commence until for that stage an archaeological written scheme of investigation in accordance with the onshore WSI as appropriate for the relevant stage has been submitted to and approved by the relevant planning authority.

(2) The onshore works must be carried out in accordance with the approved details.

(3) Pre-commencement surveys and investigations, including those necessary to allow production of any scheme required under sub-paragraph (1) must only take place in accordance with the applicable details set out in the onshore WSI.

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**Commencement Information**

**I58** Sch. 2 para. 12 in force at 11.10.2023, see [art. 1](#)

**Landscape and Ecology management plan**

**13.**—(1) No stage of the onshore works may commence until for that stage a written landscape and ecology management plan in accordance with the outline landscape and ecology management plan as appropriate for the relevant stage, has, following consultation with Natural Resources Wales, been submitted to and approved by the relevant planning authority.

(2) The landscape and ecology management plan(s) submitted under sub-paragraph (1) must include an implementation timetable and must be implemented as approved.

(3) Pre-commencement works must only take place in accordance with the relevant details set out in the outline landscape and ecology management plan as certified.

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**Commencement Information**

**I59** Sch. 2 para. 13 in force at 11.10.2023, see [art. 1](#)

**European protected species onshore**

**14.**—(1) No stage of the onshore works other than surveying and investigation necessary to comply with this requirement may be undertaken until, for that stage, pre-construction survey work has been carried out to establish whether a European protected species or nationally protected species under the Wildlife and Countryside Act 1981 is present on any of the land affected, or likely to be affected, by any part of that stage of the onshore works.

(2) Where a European protected species or nationally protected species under the Wildlife and Countryside Act 1981 is shown to be present, the stage of the onshore works likely to affect the species must not commence until, after consultation with Natural Resources Wales, a scheme of protection and mitigation measures for that stage has been submitted to and approved by the relevant planning authority.

(3) Each stage of the onshore works which requires a scheme of protection and mitigation measures in accordance with sub-paragraph (2) of this requirement must be carried out in accordance with the approved scheme.

(4) In this paragraph, “European protected species” has the same meaning as in regulations 42 (European protected species of animals) and 46 (European protected species of plants) of the Conservation of Habitats and Species Regulations 2017.

(5) In this paragraph, “nationally protected species” means any species protected under the Wildlife and Countryside Act 1981.

**Commencement Information**

**I60** Sch. 2 para. 14 in force at 11.10.2023, see [art. 1](#)

**Construction hours**

**15.**—(1) Except as otherwise agreed in the code of construction practice and subject to sub-paragraphs (2) to (4), construction of the onshore works and construction-related traffic movements to or from the site of the relevant work may take place only between the hours of 0700 and 1900 from Monday to Friday and 0700 and 1300 on Saturdays, with no activity on Sundays or bank holidays.

(2) If agreed in advance with the relevant planning authority, construction of the onshore works and construction-related traffic movements to or from the site of the relevant work may take place outside the hours specified in sub-paragraph (1) for certain identified works including—

- (a) where continuous periods of construction are required, for works such as concrete pouring and finishing, electrical circuit pulling and jointing and testing;
- (b) for the delivery and unloading of abnormal loads;
- (c) for the landfall works; and
- (d) for any other time-critical element of the onshore works.

(3) Except as provided in sub-paragraph (4), all construction works which are to be undertaken outside the hours specified in sub-paragraph (1) must be agreed in advance with the relevant planning authority.

(4) In respect of trenchless installation techniques where continuous 24-hour working has been assessed in the environmental statement, the undertaker must notify the relevant planning authority in advance of such works.

**Commencement Information**

**I61** Sch. 2 para. 15 in force at 11.10.2023, see [art. 1](#)

**Surface and foul water drainage**

**16.**—(1) Work Nos. 31 and 31A must not commence until, for that numbered work, a written surface and foul water drainage plan (including details of any watercourse crossings and proposals for management and maintenance) has, following consultation with Natural Resources Wales, been submitted to and approved by the relevant planning authority. The surface and foul water drainage plan must be substantially in accordance with the principles set out in the outline drainage strategy.

(2) The surface and foul water drainage plan must be implemented in accordance with the approved details, prior to final commissioning of Work No. 31A.

**Commencement Information**

**I62** Sch. 2 para. 16 in force at 11.10.2023, see [art. 1](#)

## Restoration of land used temporarily for construction

17. Any land landward of MLWS which is used temporarily for construction of the onshore works and not ultimately incorporated in permanent works or approved landscaping must be reinstated within six months of completion of the relevant stage of the onshore works in accordance with details submitted to and approved by the relevant planning authority under requirement 10 (code of construction practice).

### Commencement Information

**I63** Sch. 2 para. 17 in force at 11.10.2023, see [art. 1](#)

## Control of noise during operational stage

18.—(1) The noise rating level for the operation of Work No. 31A must not exceed the following levels at a position representative of the façade, in free-field conditions, of, any building authorised or lawfully occupied for residential or accommodation purposes at the date of the granting of this Order, at each of the representative locations set out in (a) to (d) below:

- (a) 36 dB LAr,Tr at Gwelfryn (OS: 300654, 373889) or other nearby residential properties on Glascoed Road to the south west of Work No. 31A;
- (b) 36 dB LAr,Tr at Caer Delyn (OS 301339, 373960) or other nearby residential properties on Glascoed Road to the south east of Work No. 31A;
- (c) 39 dB LAr,Tr at Bodelwyddan Castle Hotel (OS 299967, 374819) or other nearby residential properties to the west of Work No. 31A; and
- (d) 41 dB LAr,Tr at Faenol Bropor (OS 301298, 374784) or other nearby residential properties to the north of Work No. 31A.

(2) The noise levels set out in sub-paragraph (1) are to be measured:

- (a) in accordance with British Standard BS4142:2014+A1:2019, Methods for rating and assessing industrial and commercial sound; and
- (b) with a microphone placed at least 1.5 m above the ground in free-field conditions (being at least 3.5 m from the nearest vertical reflecting surface).

(3) In the event of a complaint to the relevant planning authority relating to noise emissions from the operation of Work No. 31A which may reasonably be expected to result in levels above those allowed by paragraph (1)—

- (a) the undertaker must submit a proposed measurement and assessment procedure, based on the guidance and assessment methodology outlined in BS4142:2014, including a proposed measurement methodology and monitoring locations and the timings for the assessment and reporting to the relevant planning authority for approval; and
- (b) measurements must be undertaken in accordance with the approved procedure by an independent consultant appointed by the undertaker in order to determine compliance or otherwise with paragraph (1).

### Commencement Information

**I64** Sch. 2 para. 18 in force at 11.10.2023, see [art. 1](#)

### **Control of operational artificial light emissions**

19.—(1) Work No. 31A and Work No. 33(c) must not be brought into operation until a written scheme for the management and mitigation of internal and external artificial light emissions from Work No. 31A and Work No.33(c) has been submitted to and approved by the relevant planning authority.

(2) The approved scheme for the management and mitigation of artificial light emissions must be implemented and maintained during the lifetime of Work No. 31A and Work No. 33(c).

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#### **Commencement Information**

**I65** Sch. 2 para. 19 in force at 11.10.2023, see [art. 1](#)

### **Skills and Employment Strategy**

20.—(1) No stage of the authorised development may commence until a skills and employment strategy, substantially in accordance with the outline skills and employment strategy has been submitted to and approved by the relevant planning authority.

(2) The skills and employment strategy must be implemented in accordance with the approved details.

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#### **Commencement Information**

**I66** Sch. 2 para. 20 in force at 11.10.2023, see [art. 1](#)

### **Offshore decommissioning**

21. No offshore works may commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act has been submitted to the Secretary of State for approval.

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#### **Commencement Information**

**I67** Sch. 2 para. 21 in force at 11.10.2023, see [art. 1](#)

### **Onshore decommissioning**

22.—(1) A written scheme of decommissioning for the onshore works must be submitted to and approved by the relevant planning authority at least six months prior to any decommissioning works commencing.

(2) The written scheme of decommissioning for the onshore works must include a code of construction practice and the approved scheme must be implemented as approved in the carrying out of any decommissioning works or relevant part of it.

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#### **Commencement Information**

**I68** Sch. 2 para. 22 in force at 11.10.2023, see [art. 1](#)

## Great Dun Fell and St Annes Primary Radar Mitigation Scheme

**23.**—(1) No part of any wind turbine generator (excluding foundations) shall be erected as part of the authorised development until a primary radar mitigation scheme agreed in advance with the operator has been submitted to and approved in writing by the Secretary of State in order to mitigate the impact of the authorised development on the primary radar of the operator located at Great Dun Fell and St Annes and associated air traffic management operations.

(2) No part of any wind turbine generator (excluding foundations) shall be erected until the approved primary radar mitigation scheme has been implemented and the authorised development shall thereafter be operated fully in accordance with the approved scheme.

(3) In this requirement—

“operator” means NATS (En Route) plc, incorporated under the Companies Act (Company Number 4129273) whose registered office is 4000 Parkway, Whiteley, Fareham, Hampshire PO15 7FL or such other organisation licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide air traffic services to the relevant managed area (within the meaning of section 40 of the Transport Act); and

“primary radar mitigation scheme” or “scheme” means a detailed scheme agreed with the operator which sets out the measures to be taken to mitigate the impact of the development on the primary radar located at Great Dun Fell and St Annes and air traffic management operations of the operator.

### Commencement Information

**I69** Sch. 2 para. 23 in force at 11.10.2023, see [art. 1](#)

## Landscape enhancement scheme

**24.**—(1) Work No. 1 must not be commenced until a scheme for the provision of landscape enhancement in accordance with the landscape enhancement scheme principles document has been submitted to and approved by the relevant planning authority following consultation with Natural Resources Wales, the Isle of Anglesey County Council, Eryri National Park Authority and Conwy County Borough Council.

(2) [<sup>F6</sup>The landscape enhancement scheme must set out appropriate measures] to compensate for the impact of the authorised development on the protected landscapes of Eryri National Park, the Isle of Anglesey Area of Outstanding Natural Beauty (including Anglesey Heritage Coast) and Great Orme Heritage Coast.

(3) The landscape enhancement scheme shall be implemented as approved.

(4) In this requirement “landscape enhancement scheme principles document” means the document certified as such by the Secretary of State under article 40.

### Textual Amendments

**F6** Words in [Sch. 2 para. 24\(2\)](#) substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), [art. 1](#), [Sch.](#)

### Commencement Information

**I70** [Sch. 2 para. 24](#) in force at 11.10.2023, see [art. 1](#)

## Wake effects

**25.**—(1) No part of any wind turbine generator shall be erected as part of the authorised development until an assessment of any wake effects and subsequent design provisions to mitigate any such identified effects as far as possible has been submitted to and approved in writing by the Secretary of State, in order to mitigate the impact of the authorised development on the energy generation of Rhyl Flats Wind Farm. The assessment must be based on the scope of this Order as granted.

(2) The authorised development shall be carried out in accordance with the approved details.

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### Commencement Information

**I71** Sch. 2 para. 25 in force at 11.10.2023, see [art. 1](#)

## Requirement for written approval

**26.** Where under any of the above requirements the approval or agreement of the Secretary of State, the relevant planning authority or another person is required, that approval or agreement must be given in writing.

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### Commencement Information

**I72** Sch. 2 para. 26 in force at 11.10.2023, see [art. 1](#)

## Amendments to approved details

**27.**—(1) With respect to any requirement which requires the authorised development to be carried out in accordance with the details approved by the relevant planning authority or another organisation or body, the approved details must be carried out as approved unless an amendment or variation is previously agreed by the relevant planning authority or that other organisation or body in accordance with sub-paragraph (2).

(2) Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the relevant planning authority or that other organisation or body that the subject matter of the agreement sought is unlikely to give rise to any materially greater environmental effects from those assessed in the environmental statement.

(3) The approved details must be taken to include any amendments that may subsequently be approved by the relevant planning authority or that other person.

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### Commencement Information

**I73** Sch. 2 para. 27 in force at 11.10.2023, see [art. 1](#)

## SCHEDULE 3

Article 9

## Streets subject to street works

**Commencement Information****I74** Sch. 3 in force at 11.10.2023, see **art. 1**

In the County of Denbighshire:

<i>(1)</i> <i>Street</i>	<i>(2)</i> <i>Extent as shown on the street works and access plan</i>
Ferguson Avenue, Rhyl	Between the points labelled AA and AB on sheet 2
Garford Road, Rhyl	Between the points labelled AC and AD on sheet 1
Rhyl Golf Club access	Between the points labelled AE and AF on sheet 1
Robin Hood Holiday Camp accesses	Between the points labelled AG and AH on sheets 1 and 2
B5119, Dyserth Road	Between the points labelled AI and AJ on sheet 3
B5119, Dyserth Road	Between the points labelled AK and AL on sheet 3
A525	Between the points labelled AM and AN on sheet 5
A547, eastern Rhuddlan bypass	Between the points labelled AO and AP on sheet 5
Tan-Yr-Eglwys Road	Between the points labelled AQ and AR on sheet 6
A547, Abergele Road	Between the points labelled AS and AT on sheet 6
Bodelwyddan Road	Between the points labelled AU and AV on sheet 7
Nant-Y-Faenol Road	Between the points labelled AW and AX on sheet 7
Junction 26 of the A55	Between the points labelled AY and AZ on sheet 9
Junction 26 of the A55	Between the points labelled BA and BB on sheet 9
Minor road to the north of St. Asaph Business Park	Between the points labelled BC and BD on sheet 9
B5381 Glascoed Road	Between the points labelled BE and BF on sheet 10
Minor road to the south of the B5381 Glascoed Road	Between the points labelled BG and BH on sheet 10
B5381 Glascoed Road	Between the points labelled BI and BJ on sheet 10



## SCHEDULE 4

Article 11

## Rights of way to be temporarily stopped up or restricted

**Commencement Information**I75 Sch. 4 in force at 11.10.2023, see [art. 1](#)

In the County of Denbighshire:

<i>(1)</i> <i>Street or right of way to be temporarily stopped up or restricted</i>	<i>(2)</i> <i>Extent of temporary stopping up or restriction</i>
Footpath DE/206/5	Between points Ax and Ay as shown on sheets 3 and 4 of the temporary stopping up of public rights of way plan
Footpath DE/206/3	Between points Bx and By as shown on sheet 4 of the temporary stopping up of public rights of way plan
Footpath DE/206/44	Between points Ca and Cb and Cx and Cy as shown on sheet 5 of the temporary stopping up of public rights of way plan
Footpath DE/206/18	Between points Dx, Dy and Dz as shown on sheet 5 of the temporary stopping up of public rights of way plan
Footpath DE/206/46	Between points Ex and Ey as shown on sheet 5 of the temporary stopping up of public rights of way plan
Footpath DE/206/20	Between points Fa and Fb and Fx and Fy as shown on sheet 5 of the temporary stopping up of public rights of way plan
Footpath DE/206/23	Between points Gx and Gy as shown on sheet 5 of the temporary stopping up of public rights of way plan
Footpath DE/206/24 and Footpath 206/22	Between points Hx and Hy as shown on sheet 5 of the temporary stopping up of public rights of way plan
Footpath DE/206/29	Between points Ix and Iy as shown on sheet 6 of the temporary stopping up of public rights of way plan
Footpath DE/201/12	Between points Jx and Jy as shown on sheet 6 of the temporary stopping up of public rights of way plan
Footpath DE/206/40	Between points Kx and Ky as shown on sheet 7 of the temporary stopping up of public rights of way plan
Footpath DE/201/4	Between points Lx and Ly as shown on sheet 7 of the temporary stopping up of public rights of way plan
Footpath DE/201/7	Between points Mx and My (sheet 8) and Nx and Ny (sheets 8 and 9) as shown on the temporary stopping up of public rights of way plan
Footpath DE/201/9	Between points Ox and Oy as shown on sheet 9 of the temporary stopping up of public rights of way plan

(1) <i>Street or right of way to be temporarily stopped up or restricted</i>	(2) <i>Extent of temporary stopping up or restriction</i>
Footpath DE/105/7	Between points Px and Py as shown on sheet 10 of the temporary stopping up of public rights of way plan

SCHEDULE 5

Article 13

Access to works

**Commencement Information**

**I76** Sch. 5 in force at 11.10.2023, see [art. 1](#)

In the County of Denbighshire

(1) <i>Reference as shown on the street works and access plan</i>	(2) <i>Description of new access</i>
AC-A	From the public highway Ferguson Avenue for access to temporary works during construction, and operational access as shown on sheet 2 of the street works and access plan
AC-B1	Over and from the Rhyl Golf Club access to temporary works area during construction; no heavy goods vehicle access is to be taken over this access as shown on sheet 1 of the street works and access plan
AC-B2	From the public highway Garford Road for access to temporary works during construction and operational access as shown on sheet 1 of the street works and access plan
AC-C1	Over and from the existing Robin Hood Holiday Camp access to temporary works area during construction; no heavy goods vehicle access is to be taken over this access as shown on sheets 1 and 2 of the street works and access plan
AC-C2	Over and from the existing Robin Hood Holiday Camp access to temporary works area during construction; no heavy goods vehicle access is to be taken over this access as shown on sheets 1 and 2 of the street works and access plan
AC-C3	Over and from the existing Robin Hood Holiday Camp access to temporary works area during construction; no heavy goods vehicle access is to be taken over this access as shown on sheets 1 and 2 of the street works and access plan
AC-D	From the public highway B5119 Dyserth Road and the existing access track for access to temporary works during construction, and operational access as shown on sheet 3 of the street works and access plan

**Changes to legislation:** There are currently no known outstanding effects for the *The Awel y Môr Offshore Wind Farm Order 2023*. (See end of Document for details)

<i>(1)</i> <i>Reference as shown on the street works and access plan</i>	<i>(2)</i> <i>Description of new access</i>
AC-E	From the public highway B5119 Dyserth Road to temporary works area to the north of that highway during construction as shown on sheet 3 of the street works and access plan
AC-F	From the public highway B5119 Dyserth Road to temporary works area to the south of that highway during construction as shown on sheet 3 of the street works and access plan
AC-G	From the public highway A547, eastern Rhuddlan bypass, for access to temporary works during construction and operational access as shown on sheet 5 of the street works and access plan
AC-H	From the public highway A525 to temporary works area during construction as shown on sheet 5 of the street works and access plan
AC-I	Over and from the existing access to the sewage treatment works at Tan-Yr-Eglwys Road for access to temporary works during construction and operational access as shown on sheet 6 of the street works and access plan
AC-J	From the public highway A547 Abergele Road to temporary works area during construction as shown on sheet 6 of the street works and access plan
AC-K	From the public highway A547 Abergele Road to temporary works area during construction as shown on sheets 6 and 7 of the street works and access plan
AC-L	From the public highway Bodelwyddan Road to temporary works area during construction as shown on sheet 7 of the street works and access plan
AC-M	From the public highway Bodelwyddan Road to temporary works area during construction as shown on sheet 7 of the street works and access plan
AC-N1	From the public highway Nant-Y-Faenol Road to temporary works area during construction as shown on sheet 7 of the street works and access plan
AC-N2	From the public highway Nant-Y-Faenol Road to temporary works area during construction as shown on sheet 7 of the street works and access plan
AC-O1	Over and from the existing farm access from Junction 26 of the A55 public highway for access to temporary works during construction, and operational access as shown on sheets 8 and 9 of the street works and access plan
AC-O2	Over and from the existing farm access from Junction 26 of the A55 public highway to temporary works area during construction as shown on sheets 8 and 9 of the street works and access plan
AC-P	Over and from the minor road to the north of St. Asaph Business Park as shown on sheet 9 of the street works and access plan
AC-Q1	From the public highway B5381 Glascoed Road to temporary works area during construction as shown on sheets 9 and 10 of the street works and access plan

(1) <i>Reference as shown on the street works and access plan</i>	(2) <i>Description of new access</i>
AC-Q2	From the public highway B5381 Glascoed Road to temporary works area during construction as shown on sheets 9 and 10 of the street works and access plan
AC-R1	From the minor road to the south of B5381 Glascoed Road to temporary works area during construction as shown on sheet 10 of the street works and access plan
AC-R2	From the minor road to the south of B5381 Glascoed Road to temporary works area during construction as shown on sheet 10 of the street works and access plan
AC-S	From the public highway B5381 Glascoed Road, over and from the existing National Grid access, for access to temporary works during construction, and operational access as shown on sheet 10 of the street works and access plan

SCHEDULE 6

Article 27

Land of which only temporary possession may be taken

**Commencement Information**

I77 Sch. 6 in force at 11.10.2023, see [art. 1](#)

In the County of Denbighshire:

(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of authorised development</i>
2	Temporary use as a construction working area, use for cable installation vessel anchoring and for access to facilitate construction of Work Nos. 2A, 3 and 4	Work No. 3A
3, 4, 5, 24, 27	Temporary use as a construction working area, use for cable installation vessel anchoring and for access to facilitate construction of Work Nos. 2A, 3 and 4	Work Nos. 3A and 6
37, 38, 39, 40, 43, 44, 45, 46	Temporary use as a construction working area, use for cable installation vessel anchoring and for access to facilitate construction of Work Nos. 2A, 3, 4, 5 and 41	Work Nos. 3A and 7

**Changes to legislation:** There are currently no known outstanding effects for the *The Awel y Môr Offshore Wind Farm Order 2023*. (See end of Document for details)

(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of authorised development</i>
7, 9, 10, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 88	Temporary use as a construction working area and for access to facilitate construction of Work Nos. 2A, 3, 4, 5, 7 and 41	Work No. 6
92, 93, 94, 95, 96, 98	Temporary use as a construction working area and for access to facilitate construction of Work Nos. 5 and 7	Work No. 6
15	Temporary use as a construction working area, use as a temporary construction compound and for access to facilitate construction of Work Nos. 2A, 3, 4, 5, 7 and 41	Work Nos. 6 and 6A
47, 49, 50, 52, 54, 57, 59, 60, 62, 64, 65, 67, 68, 69, 70, 71, 72, 73, 74, 79, 80, 81, 84, 85, 86	Temporary use as a construction working area and for access to facilitate construction of Work Nos. 2A, 3, 4, 5, 7 and 41	Work No. 7 and temporary mitigation area
75	Temporary use as a construction working area, use as a temporary construction compound and for access to facilitate construction of Work Nos. 2A, 3, 4, 5, 7 and 41	Work Nos. 7 and 7A
104, 107, 108, 109, 110, 111, 112, 113, 117, 121, 122, 123, 124,	Temporary use as a construction working area and for access to facilitate construction of Work Nos. 5, 8, 8A, 9 and 41	Work No. 8
119, 127, 130, 132, 133, 137, 138	Temporary use as a construction working area and for access to facilitate construction of Work Nos. 9, 11 and 41	Work No. 10
120, 128	Temporary use as a construction working area, use as a temporary construction compound and for access to facilitate construction of Work Nos. 9, 11 and 41	Work No. 10A
159, 161	Temporary use as a construction working area and for access to facilitate construction of Work No. 11	Work No. 12
170, 171, 172, 173, 176, 181, 182	Temporary use as a construction working area and for access to facilitate construction of Work No. 11 and temporary mitigation area	Work No. 13 and temporary mitigation area
195, 197, 205	Temporary use as a construction working area, use as a temporary construction compound and for access to facilitate construction of Work Nos. 11, 15 and 41 and temporary mitigation area	Work Nos. 14, 14A and temporary mitigation area

<i>(1)</i> <i>Number of plot shown on land plans</i>	<i>(2)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(3)</i> <i>Relevant part of authorised development</i>
210, 211, 212, 215, 218, 219	Temporary use as a construction working area and for access to facilitate construction of Work Nos. 11, 15 and 41 and temporary mitigation area	Work No. 14 and temporary mitigation area
221, 237	Temporary use as a construction working area, use as a temporary construction compound and for access to facilitate construction of Work Nos. 11, 15 and 41	Work Nos. 16 and 16A
223, 224, 227, 228, 229, 230, 231, 232, 234	Temporary use as a construction working area and for access to facilitate construction of Work Nos. 11, 15 and 41	Work No. 16
248, 249, 251,	Temporary use as a construction working area and for access to facilitate construction of Work Nos. 15, 18 and 41	Work No. 17
270, 271, 273, 274	Temporary use as a construction working area for drainage during construction of Work No. 19	Associated development (f) for Work No. 19
276, 277, 279, 282	Temporary use as a construction working area, use as a temporary construction compound and for access to facilitate construction of Work Nos. 19, 21 and 41	Work Nos. 20 and 20A
283, 284, 289, 290	Temporary use as a construction working area and for access to facilitate construction of Work Nos. 19, 21 and 41	Work No. 20
303	Temporary use as a construction working area for drainage during construction of Work No. 21	Associated development (f) for Work No. 21
307, 308, 313	Temporary use as a construction working area, use as a temporary construction compound and for access to facilitate construction of Work Nos. 21, 23 and 41	Work Nos. 22 and 22A
310, 311, 312, 314, 315, 323, 324, 325, 326, 327, 328, 329	Temporary use as a construction working area and for access to facilitate construction of Work Nos. 21, 23 and 41	Work No. 22
357	Temporary use as a construction working area for drainage during construction of Work No. 23	Associated development (f) for Work No. 23
330, 331, 332, 333, 334, 338, 339, 340, 341, 343, 345	Temporary use to improve visibility splays and for access to facilitate construction of Work Nos. 23 and 41	Work No. 24
348, 350, 351, 352	Temporary use a construction working area and for access to facilitate construction of Work No. 23	Work No. 25

**Changes to legislation:** There are currently no known outstanding effects for the *The Awel y Môr Offshore Wind Farm Order 2023*. (See end of Document for details)

<i>(1)</i> <i>Number of plot shown on land plans</i>	<i>(2)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(3)</i> <i>Relevant part of authorised development</i>
369, 370, 375	Temporary use as a construction working area, use as a temporary construction compound and for access to facilitate construction of Work Nos. 23 and 41, and temporary mitigation area	Work Nos. 26, 26A and temporary mitigation area
404, 405, 406, 411, 414	Temporary use as a construction working area and for access to facilitate construction of Work Nos. 23 and 41, and temporary mitigation area	Work No. 27 and temporary mitigation area
424, 433, 434	Temporary use as a construction working area, use as a temporary construction compound and for access to facilitate construction of Work Nos. 33, 34, 36 and 41, and temporary mitigation area	Work Nos. 37, 37A and temporary mitigation area
441, 442, 443, 449, 450, 451, 452, 454, 455	Temporary use to improve visibility splays and for access to facilitate construction of Work Nos. 36 and 41, and temporary mitigation area	Work No. 38 and temporary mitigation area
463, 464	Temporary use as a construction working area, use as a temporary construction compound, improvement of existing accesses and for access to facilitate construction of Work Nos. 36, 40 and 41, and temporary mitigation area	Work Nos. 39, 39A and temporary mitigation area
474, 475, 476, 477, 493, 494, 495, 498, 499	Temporary use as a construction working area, improvement of existing accesses and for access to facilitate construction of Work Nos. 36, 40 and 41, and temporary mitigation area	Work No. 39 and temporary mitigation area

SCHEDULE 7

Article 20

Land in which only new rights etc. may be acquired

**Commencement Information**

**I78** Sch. 7 in force at 11.10.2023, see [art. 1](#)

In the County of Denbighshire:

<i>(1)</i> <i>Number of plot shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
1, 28, 29, 30, 31,	Cable rights and restrictive covenants <b>1.</b> Cable rights

(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which rights may be acquired</i>
<p>32, 33, 34, 35, 87, 97, 101, 103, 105, 118, 139, 140, 157, 162, 184, 187, 190, 194, 242, 247, 250, 257, 258, 259, 261, 269, 272, 275, 285, 293, 294, 297, 309, 316, 317, 318, 319, 335, 347, 349, 353, 359, 365, 374, 401, 403, 413, 435, 437, 438, 453, 462, 465, 466, 471</p>	<p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—</p> <ul style="list-style-type: none"> <li>(a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the “cables”), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling beneath sea defences, watercourses, roads and railways;</li> <li>(b) enter, be on, and break open and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables;</li> <li>(c) to benefit from continuous vertical and lateral support for the authorised development;</li> <li>(d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing and replacing the cables;</li> <li>(e) construct and install and thereafter use the Land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in, on or under the Land;</li> <li>(f) place and use plant, machinery, structures and temporary structures within the Land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety;</li> <li>(g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas;</li> <li>(h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out;</li> <li>(i) effect access to the highway;</li> <li>(j) make such investigations in or on the Land as required;</li> </ul>



**Changes to legislation:** There are currently no known outstanding effects for the *The Awel y Môr Offshore Wind Farm Order 2023*. (See end of Document for details)

(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which rights may be acquired</i>
	<ul style="list-style-type: none"> <li>(k) fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the Land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the operation of the cables;</li> <li>(l) remove and discharge water from the Land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the Land or reinstate the any existing drainage scheme on the Land;</li> <li>(m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers);</li> <li>(n) remove fences and structures within the Land during any period during which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights);</li> <li>(o) store and stockpile materials (including excavated material);</li> <li>(p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to reinstate the Land;</li> <li>(q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order;</li> <li>(r) lay out temporary paths and bridleways for public use;</li> <li>(s) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna;</li> <li>(t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the</li> </ul>

(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which rights may be acquired</i>
	<p>Land and/or in accordance with any necessary licences relating to protected species and/or wildlife; and</p> <p>(u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the Land.</p> <p><b>2. Restrictive covenants</b></p> <p>A restrictive covenant over the Land for the benefit of the remainder of the Order land to—</p> <p>(a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto);</p> <p>(b) prevent anything to be done by way of hard surfacing of the Land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised development nor make it materially more difficult or expensive to maintain the authorised development);</p> <p>(c) to prevent anything to be done by way of excavation of any kind in the Land nor any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6m for the purposes of arable farming) or are required to be carried out by National Grid in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the Land;</p> <p>(d) to prevent the planting or growing within the Land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised development nor make it materially more difficult or expensive to access the relevant part of the authorised development);</p> <p>(e) to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised development;</p> <p>(f) to prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development; and</p>

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	(g) to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation including any ploughing or grazing without the prior written consent of the undertaker.
100	<p>Cable rights, transition joint bay rights and restrictive covenants</p> <p><b>3. Cable rights</b></p> <p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—</p> <ul style="list-style-type: none"> <li>(a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the “cables”), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling beneath sea defences, watercourses, roads and railways;</li> <li>(b) enter, be on, and break open and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables;</li> <li>(c) to benefit from continuous vertical and lateral support for the authorised development;</li> <li>(d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing and replacing the cables;</li> <li>(e) construct and install and thereafter use the Land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in, on or under the Land;</li> <li>(f) place and use plant, machinery, structures and temporary structures within the Land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety;</li> <li>(g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas;</li> </ul>

(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which rights may be acquired</i>
	<p>(h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out;</p> <p>(i) effect access to the highway;</p> <p>(j) make such investigations in or on the Land as required;</p> <p>(k) fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the Land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the operation of the cables;</p> <p>(l) remove and discharge water from the Land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the Land or reinstate the any existing drainage scheme on the Land;</p> <p>(m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers);</p> <p>(n) remove fences and structures within the Land during any period during which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights);</p> <p>(o) store and stockpile materials (including excavated material);</p> <p>(p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to reinstate the Land;</p> <p>(q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order;</p> <p>(r) lay out temporary paths and bridleways for public use;</p>

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(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which rights may be acquired</i>
	<p>(s) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna;</p> <p>(t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the Land and/or in accordance with any necessary licences relating to protected species and/or wildlife; and</p> <p>(u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the Land.</p> <p><b>4. Transition joint bay rights</b></p> <p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—</p> <p>(a) lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace transition joint bays; and</p> <p>(b) to adjust, alter, remove, replace, and create tunnels under sea defences including walls and groynes.</p> <p><b>5. Restrictive covenants</b></p> <p>A restrictive covenant over the Land for the benefit of the remainder of the Order land to—</p> <p>(a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto);</p> <p>(b) prevent anything to be done by way of hard surfacing of the Land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised development nor make it materially more difficult or expensive to maintain the authorised development);</p> <p>(c) to prevent anything to be done by way of excavation of any kind in the Land nor any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6m for the purposes of arable farming) or are required to be carried out</p>

(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which rights may be acquired</i>
	<p>by National Grid in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the Land;</p> <p>(d) to prevent the planting or growing within the Land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised development nor make it materially more difficult or expensive to access the relevant part of the authorised development);</p> <p>(e) to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised development;</p> <p>(f) to prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development; and</p> <p>(g) to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation including any ploughing or grazing without the prior written consent of the undertaker.</p>
<p>89, 90, 91, 99, 131, 147, 216, 217, 260, 291, 320, 321, 322, 342, 381, 382,</p> <p>383, 384, 385,</p> <p>386, 387, 388,</p> <p>389, 390, 391,</p> <p>392, 393, 394,</p> <p>395, 396, 397,</p> <p>398, 399, 400, 402, 425, 444</p>	<p>Cable rights and restrictive covenants under existing infrastructure</p> <p><b>6. Cable rights</b></p> <p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—</p> <p>(a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the “cables”), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling beneath sea defences, watercourses, roads and railways;</p> <p>(b) enter, be on, and break open and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables;</p> <p>(c) to benefit from continuous vertical and lateral support for the authorised development;</p>

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	<ul style="list-style-type: none"> <li>(d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing and replacing the cables;</li> <li>(e) construct and install and thereafter use the Land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in, on or under the Land;</li> <li>(f) place and use plant, machinery, structures and temporary structures within the Land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety;</li> <li>(g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas;</li> <li>(h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out;</li> <li>(i) effect access to the highway;</li> <li>(j) make such investigations in or on the Land as required;</li> <li>(k) fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the Land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the operation of the cables;</li> <li>(l) remove and discharge water from the Land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the Land or reinstate the any existing drainage scheme on the Land;</li> <li>(m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers);</li> <li>(n) remove fences and structures within the Land during any period during which construction, maintenance, repair or renewal is</li> </ul>

(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which rights may be acquired</i>
	<p>being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights);</p> <ul style="list-style-type: none"> <li>(o) store and stockpile materials (including excavated material);</li> <li>(p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to reinstate the Land;</li> <li>(q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order;</li> <li>(r) lay out temporary paths and bridleways for public use;</li> <li>(s) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna;</li> <li>(t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the Land and/or in accordance with any necessary licences relating to protected species and/or wildlife; and</li> <li>(u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the Land.</li> </ul> <p><b>7. Restrictive covenants</b></p> <p>A restrictive covenant over the Land for the benefit of the remainder of the Order land to:</p> <ul style="list-style-type: none"> <li>(a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto) other than those related to works for the benefit of existing highway or railway infrastructure;</li> <li>(b) to prevent anything to be done by way of excavation of any kind in the Land nor any activities which would alter, increase or decrease ground cover or soil levels by greater than 1 metre whatsoever without the consent in writing of the undertaker, save where such works are reasonably required for the exercise of statutory</li> </ul>



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	<p>functions or rights in relation any public highway or railway on the Land and will not damage, undermine or interfere with the cables;</p> <p>(c) to prevent the planting or growing within the Land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised development nor make it materially more difficult or expensive to access the relevant part of the authorised development);</p> <p>(d) to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised development; and</p> <p>(e) to prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development.</p>
<p>6, 8, 11, 12, 14,  36, 41, 42, 48,  51, 53, 55, 56, 58, 61, 63, 66, 76, 77, 78, 82, 83, 102, 106,  114, 115, 116,  125, 126, 129,  134, 135, 136,  142, 152, 153, 154, 155, 169  174, 175, 178, 179, 180, 183,  196, 213, 214,  220, 222, 225,  226, 233, 235,  236, 238, 239,  240, 241, 243,</p>	<p>Access rights</p> <p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—</p> <p>(f) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the Works, the inspection, testing, maintenance, renewal, upgrading, replacement and removal of the cables and connection into any adjacent cables and associated works, to take plant and equipment on to adjoining land and make such investigations in or on the Land which is ancillary for the purposes of exercise of the rights;</p> <p>(g) to construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the Land, adjoining land and highway;</p> <p>(h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out;</p> <p>(i) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land;</p> <p>(j) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety;</p> <p>(k) fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the Land for the purpose of enabling the right to pass and re-pass to adjoining land;</p>

(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which rights may be acquired</i>
244, 245, 246, 252, 253, 254, 255, 256, 262, 263, 264, 265, 266, 267, 268, 278, 280, 281, 286, 287, 288, 292, 295, 296, 298, 299, 300, 301, 302, 304, 305, 306, 336, 337, 344, 346, 354, 355, 356, 358, 366, 367, 368, 371, 372, 373, 377, 379, 380, 407, 412, 429, 436, 439, 440, 461, 467, 468, 469, 470,	(l) repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping; (m) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure; and (n) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out.
418, 419, 420, 421, 422, 423, 426, 427, 428, 430, 431, 432	Visibility splay and highway verge rights and restrictive covenants <b>8. Visibility splay and highway verge rights</b> Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the Works,

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	<p>and make such investigations in or on the Land which is ancillary for the purposes of exercise of the rights;</p> <p>(b) to construct, use, maintain and improve visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes and visibility splays for the purposes of accessing the Land, adjoining land and highway; and</p> <p>(c) fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the Land for the purpose of maintaining visibility required for accesses.</p> <p><b>9. Restrictive covenants</b></p> <p>A restrictive covenant over the Land for the benefit of the remainder of the Order land to prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto) which would interfere with use as a visibility splay, other than works undertaken by the highway authority.</p>
<p>145, 150, 160, 164, 168, 192, 409, 459</p>	<p>Mitigation work areas access rights, mitigation rights and restrictive covenants</p> <p><b>10. Permanent access rights</b></p> <p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—</p> <p>(a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the Works, the inspection, testing, maintenance, renewal, upgrading, replacement and removal of the cables and connection into any adjacent cables and associated works, to take plant and equipment on to adjoining land and make such investigations in or on the Land which is ancillary for the purposes of exercise of the rights;</p> <p>(b) to construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the Land, adjoining land and highway;</p> <p>(c) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out;</p> <p>(d) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land;</p>

(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which rights may be acquired</i>
	<p>(e) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety;</p> <p>(f) fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the Land for the purpose of enabling the right to pass and re-pass to adjoining land;</p> <p>(g) repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping;</p> <p>(h) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure; and</p> <p>(i) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out.</p> <p><b>11. Temporary mitigation area works rights</b></p> <p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—</p> <p>(a) install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping;</p> <p>(b) install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works and the installation of temporary barriers for the protection of fauna; and</p> <p>(c) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the Land in accordance with any necessary licences relating to protected species and/or wildlife.</p> <p><b>12. Restrictive covenants</b></p> <p>A restrictive covenant over the Land for the benefit of the remainder of the Order land to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation including any ploughing or grazing, during the period within which the undertaker is bound by any consent to maintain that ecological mitigation areas or areas of habitat creation, without the prior written consent of the undertaker.</p>
415	<p>Drainage rights and restrictive covenants</p> <p><b>13. Drainage rights</b></p>

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(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which rights may be acquired</i>
	<p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—</p> <ul style="list-style-type: none"> <li>(a) remove and discharge water from the Land and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace a drainage scheme on the Land (the “drainage works”);</li> <li>(b) inspect, use mechanical excavation (including directional drilling and/or digging), reinstate, remove, move or alter such part or parts of any drainage system on the Land for the purposes of the drainage works (including connecting the drainage works to any land drain as at the date of the drainage works);</li> <li>(c) enter, be on, and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of the drainage works;</li> <li>(d) store and stockpile materials (including excavated material);</li> <li>(e) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to reinstate the Land;</li> <li>(f) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating, to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order;</li> <li>(g) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the drainage works;</li> <li>(h) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety for the purposes of the drainage works;</li> <li>(i) erect fencing, gates, walls, barriers or other means of enclosure, and create secure works areas or compounds including temporary trenchless installation technique compounds and working areas for the purposes of the drainage works;</li> <li>(j) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion</li> </ul>

(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which rights may be acquired</i>
	<p>of water courses and drains during any period during which construction, maintenance, repair or renewal of any drainage work is being carried out;</p> <ul style="list-style-type: none"> <li>(k) effect access to the highway;</li> <li>(l) make such investigations in or on the Land as required for the purposes of the drainage works;</li> <li>(m) use or resort to trenchless installation techniques including (but not limited to) directional drilling in connection with the drainage works;</li> <li>(n) fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the Land or other land which would if not felled, lopped, cut or removed obstruct or interfere with the drainage works;</li> <li>(o) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers);</li> <li>(p) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; and</li> <li>(q) to carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the Land in accordance with any necessary licences relating to protected species and/or wildlife.</li> </ul> <p><b>14. Restrictive covenants</b></p> <p>A restrictive covenant over the Land for the benefit of the remainder of the Order land to—</p> <ul style="list-style-type: none"> <li>(a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto); and</li> <li>(b) prevent anything to be done by way of hard surfacing of the Land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised</li> </ul>

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(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which rights may be acquired</i>
	development nor make it materially more difficult or expensive to maintain the authorised development).
141, 143, 144, 146, 148, 149, 151, 156, 158, 163, 165, 166, 167, 177, 185, 186, 188, 189, 191, 193, 198, 199, 200, 201, 202, 203, 204, 206, 207, 208, 209, 360, 361, 362, 363, 364, 376, 378, 408, 410, 445, 446, 447, 448, 456, 457, 458, 460	Temporary mitigation area works rights and restrictive covenants <b>15. Temporary mitigation area works rights</b> Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to— (a) install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping; (b) install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works and the installation of temporary barriers for the protection of fauna; and (c) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the Land in accordance with any necessary licences relating to protected species and/or wildlife. <b>16. Restrictive covenants</b> A restrictive covenant over the Land for the benefit of the remainder of the Order land to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation including any ploughing or grazing, during the period within which the undertaker is bound by any consent to maintain that ecological mitigation areas or areas of habitat creation, without the prior written consent of the undertaker.
472, 473, 478, 479, 480, 481, 482, 483, 484, 485, 486	National Grid substation works area rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to— (a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the “cables”);

(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which rights may be acquired</i>
	<ul style="list-style-type: none"> <li>(b) enter, be on, and break open and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables;</li> <li>(c) to benefit from continuous vertical and lateral support for the authorised development;</li> <li>(d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting the authorised development and for removing and replacing the cables;</li> <li>(e) to use, maintain, renew improve and alter existing accesses, roads, streets, tracks or ways over the Land, providing that such use is not exclusive and exercise of this right must not prevent or unreasonably inhibit use by other parties;</li> <li>(f) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out;</li> <li>(g) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety;</li> <li>(h) fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the Land for the purpose of enabling the right to pass and re-pass to adjoining land; and</li> <li>(i) remove and discharge water from the Land and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace a drainage scheme on the Land; and</li> <li>(j) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers).</li> </ul>
487, 488, 489,	National Grid substation access area rights



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(1) <i>Number of plot shown on land plans</i>	(2) <i>Purpose for which rights may be acquired</i>
490, 491, 492, 496, 497	<p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—</p> <ul style="list-style-type: none"> <li>(k) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting the authorised development and for removing and replacing the cables;</li> <li>(l) to use, maintain, renew improve and alter existing accesses, roads, streets, tracks or ways over the Land, providing that such use is not exclusive and exercise of this right must not prevent or unreasonably inhibit use by other parties;</li> <li>(m) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out;</li> <li>(n) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety;</li> <li>(o) fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the Land for the purpose of enabling the right to pass and re-pass to adjoining land; and</li> <li>(p) remove and discharge water from the Land and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace a drainage scheme on the Land; and</li> <li>(q) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers).</li> </ul>

## SCHEDULE 8

Article 20

### Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants

#### Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or imposition of a restrictive covenant as they apply as respects compensation for the compulsory purchase of land and interests in land.

#### Commencement Information

**179** Sch. 8 para. 1 in force at 11.10.2023, see [art. 1](#)

2.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the following modification—

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

“(5A) If—

- (a) the acquiring authority enters on land for the purposes of exercising a right in pursuance of a notice of entry under section 11(1) of the Compulsory Purchase Act 1965 (as modified by paragraph 8 of Schedule 8 to the Awel y Môr Offshore Wind Farm Order 2023).
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the Compulsory Purchase Act 1965 (as substituted by paragraph 11 of Schedule 8 to the Awel y Môr Offshore Wind Farm Order 2023) to acquire an interest in the land; and
- (c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of sub-section (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right.”

#### Commencement Information

**180** Sch. 8 para. 2 in force at 11.10.2023, see [art. 1](#)

3.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(36) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 6 of this Schedule—

- (a) for “land is acquired or taken from” substitute “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for “acquired or taken from him” substitute “over which the right is exercisable or the restrictive covenant enforceable.

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(36) 1973 c. 26.

**Commencement Information**

**I81** Sch. 8 para. 3 in force at 11.10.2023, see [art. 1](#)

**Application of Part 1 of the 1965 Act**

4.—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 25 (modification of Part 1 of the 1965 Act) to the acquisition of land under article 18 (compulsory acquisition of land), applies to the compulsory acquisition of a right by the creation of a new right, or to the imposition of a restrictive covenant under article 20 (compulsory acquisition of rights)—

- (a) with the modifications specified in sub-paragraph 4(2); and
- (b) with such other modifications as may be necessary.

(2) The modifications referred to in sub-paragraph (1) are set out in the following provisions of this Schedule.

**Commencement Information**

**I82** Sch. 8 para. 4 in force at 11.10.2023, see [art. 1](#)

5. References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or
- (b) the land over which the right is or is to be exercisable, or the restriction is or is to be enforceable.

**Commencement Information**

**I83** Sch. 8 para. 5 in force at 11.10.2023, see [art. 1](#)

6. For section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”

**Commencement Information**

**I84** Sch. 8 para. 6 in force at 11.10.2023, see [art. 1](#)

7. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);

- (b) paragraph 10(3) of Schedule 1 (persons without power to sell their interests);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land);

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

**Commencement Information**

**I85** Sch. 8 para. 7 in force at 11.10.2023, see [art. 1](#)

**8.** Section 11 (powers of entry) of the 1965 Act is modified so as to secure that, where the acquiring authority has served notice to treat in respect of any right or restriction, as well as the notice of entry required by sub-section (1) of that section (as it applies to a compulsory acquisition), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant; and sections 11A(**37**) (powers of entry: further notices of entry), 11B(**38**) (counter-notice requiring possession to be taken on specified date), 12 (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

**Commencement Information**

**I86** Sch. 8 para. 8 in force at 11.10.2023, see [art. 1](#)

**9.** Section 20 (tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

**Commencement Information**

**I87** Sch. 8 para. 9 in force at 11.10.2023, see [art. 1](#)

**10.** Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 25(4) is also modified so as to enable the acquiring authority in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

**Commencement Information**

**I88** Sch. 8 para. 10 in force at 11.10.2023, see [art. 1](#)

**11.** For Schedule 2A of the 1965 Act substitute—

(37) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016 (c. 22).

(38) Section 11B was inserted by section 187(2) of the above Act.

## “SCHEDULE 2A

Section 8

## COUNTER-NOTICE REQUIRING PURCHASE OF LAND NOT IN NOTICE TO TREAT

**Introduction**

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or a restrictive covenant affecting, the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 23 (application of the 1981 Act) of the Awel y Môr Offshore Wind Farm Order 2023 in respect of the land to which the notice to treat relates.

(2) But see article 24 (acquisition of subsoil only) of the Awel y Môr Offshore Wind Farm Order 2023 which excludes the acquisition of subsoil only from this Schedule.

(3) In this Schedule, “house” includes any park or garden belonging to a house.

**Counter-notice requiring purchase of land**

2. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the acquiring authority to purchase the owner’s interest in the house, building or factory.

3. A counter-notice under paragraph 2 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

**Response to counter-notice**

4. On receiving a counter-notice, the acquiring authority must decide whether to—

- (a) withdraw the notice to treat;
- (b) accept the counter-notice; or
- (c) refer the counter-notice to the Upper Tribunal.

5. The authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

6. If the authority decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

7. If the authority does not serve notice of a decision within the decision period it is to be treated as if it had served notice of a decision to withdraw the notice to treat at the end of that period.

8. If the authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

**Determination by the Upper Tribunal**

9. On a referral under paragraph 6, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory; or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

10. In making the determination, the Upper Tribunal must take into account—
- (a) the effect of the acquisition of the right or the imposition of the covenant;
  - (b) the use to be made of the right or covenant proposed to be acquired or imposed; and
  - (c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

11. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 9, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

12. If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in that land.

13.—(1) If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring authority may at any time within the period of six weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph it must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawing of the notice.

14. Any dispute as to the compensation is to be determined by the Upper Tribunal.”

**Commencement Information**

**189** Sch. 8 para. 11 in force at 11.10.2023, see [art. 1](#)

SCHEDULE 9

Article 38

Protective provisions

PART 1

Protection for electricity, gas, water and sewerage undertakers

1. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and the utility undertaker in question.

**Commencement Information**

**190** Sch. 9 para. 1 in force at 11.10.2023, see [art. 1](#)

2. In this Part—

“alternative apparatus” means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

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- (a) in the case of a utility undertaker within paragraph (a) of the definition of that term, electric lines or electrical plant (as defined in the Electricity Act 1989<sup>(39)</sup>), belonging to or maintained by that licence holder;
- (b) in the case of a utility undertaker within paragraph (b) of the definition of that term, any mains, pipes or other apparatus belonging to or maintained by that gas transporter within the meaning of Part 1 of the Gas Act 1986<sup>(40)</sup> for the purposes of gas supply;
- (c) in the case of a utility undertaker within paragraph (c) of the definition of that term, mains, pipes or other apparatus belonging to or maintained by that water undertaker for the purposes of water supply; and
- (d) in the case of a utility undertaker within paragraph (d) of the definition of that term—
  - (i) any drain or works vested in the sewerage undertaker under the Water Industry Act 1991<sup>(41)</sup>; and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewerage disposal works, at future date) of that Act<sup>(42)</sup>,

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

“plan” includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed; and

“utility undertaker” means—

- (e) any licence holder within the meaning of Part 1 of the Electricity Act 1989;
- (f) a gas transporter within the meaning of Part 1 of the Gas Act 1986;
- (g) a water undertaker within the meaning of the Water Industry Act 1991; and
- (h) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991,

for the area of the onshore works, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

#### Commencement Information

**191** Sch. 9 para. 2 in force at 11.10.2023, see [art. 1](#)

### On street apparatus and offshore works

- 3. This Part does not apply to—

<sup>(39)</sup> 1989 c. 29.

<sup>(40)</sup> 1986 c. 44.

<sup>(41)</sup> 1991 c. 56.

<sup>(42)</sup> Section 104 was amended by section 42(3) of the Flood and Water Management Act 2010 (c. 29).

- (a) apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; and
- (b) the offshore works.

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#### Commencement Information

**192** Sch. 9 para. 3 in force at 11.10.2023, see [art. 1](#)

#### Acquisition of land

4. Regardless of any provision of this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

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#### Commencement Information

**193** Sch. 9 para. 4 in force at 11.10.2023, see [art. 1](#)

#### Removal of apparatus

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part, and any right of a utility undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question 28 days' written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed; and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, the utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 44 (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the



alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that the undertaker desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

#### Commencement Information

**I94** Sch. 9 para. 5 in force at 11.10.2023, see [art. 1](#)

### Facilities and rights for alternative apparatus

6.—(1) Where, in accordance with the provisions of this Part, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in or along the authorised development, the arbitrator must—

- (a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus that may be required to prevent interference with any proposed works of the undertaker; and
- (b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus constructed in or along the authorised project for which the alternative apparatus is to be substituted.

(3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

#### Commencement Information

**I95** Sch. 9 para. 6 in force at 11.10.2023, see [art. 1](#)

### Retained apparatus

7.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any

apparatus the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker must submit to the utility undertaker in question a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If a utility undertaker, in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, the provisions of this Part apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

#### Commencement Information

**I96** Sch. 9 para. 7 in force at 11.10.2023, see [art. 1](#)

### Expenses and costs

**8.—**(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses agreed with the undertaker in advance and reasonably incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 5(2).

(2) The value of any apparatus removed under the provisions of this Part must be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 44 (arbitration) to be necessary then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole must be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

**Commencement Information**

**I97** Sch. 9 para. 8 in force at 11.10.2023, see [art. 1](#)

**9.—(1)** Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 5(2) any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker and, if such consent is withheld, the undertaker has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**Commencement Information**

**I98** Sch. 9 para. 9 in force at 11.10.2023, see [art. 1](#)

**Miscellaneous**

**10.** Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaker in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I99** Sch. 9 para. 10 in force at 11.10.2023, see [art. 1](#)

## PART 2

### For the protection of Dŵr Cymru Cyfyngedig (DC)

**11.** For the protection of DC referred to in this Part 2 of Schedule 9, the following provisions, unless otherwise agreed in writing between the undertaker and DC, have effect.

#### Commencement Information

**I100** Sch. 9 para. 11 in force at 11.10.2023, see [art. 1](#)

**12.** In this Part of this Schedule:

“accessories” has the same meaning as that set out in section 219 of the Water Industry Act 1991 but also includes any feature or aspect of a design that is intended to receive or facilitate the receipt of rainwater or surface water and which is part of a sustainable drainage system;

“DC apparatus” means all apparatus or accessories vested in or belonging to DC for the purpose of carrying on its statutory undertaking including reservoirs, water treatment works and waste water treatment works;

“clearance area” means the area of land:

- (a) within 3 metres either side of the centre line of any public sewer or public water main that is less than 300mm in diameter; or
- (b) within 6 metres either side of a public sewer or public water main where the public sewer or public water main is 300mm in diameter or more.

“DC” means Dŵr Cymru Cyfyngedig, a limited company registered in Wales under Company No. 2366777 and having its registered office at Dwr Cymru Welsh Water, Linea, Fortran Road, St Mellons, Cardiff, Wales, CF3 0LT or its properly authorised agents or sub-contractors;

“draft specification” means a detailed plan, cross-section and description of the works to be prepared by the undertaker (including, without limitation, a method statement and risk assessment setting out the intention in respect of the works, construction methods and programmes, position of the affected DC apparatus and intended works);

“emergency works” has the same meaning as in section 52 of the 1991 Act;

“functions” has the same meaning as in section 219 WIA 1991 and includes powers and duties;

“in” in a context referring to DC apparatus in land includes a reference to DC apparatus under, over or upon land;

“sustainable drainage system” means any structure designed to receive rainwater and other surface water where such structure includes any feature or aspect of design that is intended to receive or facilitate the receipt of rainwater except a public sewer or a natural watercourse;

“WIA 1991” means the Water Industry Act 1991 (c.56) as amended;

“works” means any works forming part of the authorised development in, on, over or under any land purchased, held, or used under this Order that are within 15 metres measured in any direction of any DC apparatus, or reasonably likely to affect any DC apparatus together with all ancillary actions relating hereto; and

for the avoidance of doubt, all other terms are as defined in Part 2 of this Schedule or article 2 of this Order.

**Commencement Information**

**I101** Sch. 9 para. 12 in force at 11.10.2023, see [art. 1](#)

**13.**—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker is not to acquire any DC apparatus or its accessories or override or extinguish any easement or other interest of DC or acquire any land or other interest of DC identified in the book of reference or create any new rights over the same otherwise than by agreement with DC (not to be unreasonably withheld or delayed) in accordance with the provisions of this Schedule.

(2) Sub-paragraph (1) does not apply to the powers conferred on the undertaker by this Order to interfere temporarily with DC's rights to access DC apparatus or accessories but subject always to paragraphs 17 and 18 of this Part and to the undertaker giving DC 28 days notice of such interference.

**Commencement Information**

**I102** Sch. 9 para. 13 in force at 11.10.2023, see [art. 1](#)

**Precedence of the WIA 1991**

**14.**—(1) Regardless of any provision of this Order and this Schedule the undertaker must comply fully with all provisions of the WIA 1991 in relation to any use of, any connection with or any actions or omissions which in any way affect the DC apparatus and nothing in this Order releases the undertaker from the requirement to comply with the provisions of the WIA 1991 in relation to any use of, any connection with or any actions or omissions which in any way affect the DC apparatus, including without limitation:

- (a) sections 41-44 of the WIA 1991 in respect of water main requisitions;
- (b) section 45 of the WIA 1991 in respect of any connections to a water main;
- (c) sections 98-101 of the WIA 1991 in respect of sewer requisitions;
- (d) section 102 of the WIA 1991 in respect of the adoption of sewers and disposal works;
- (e) section 104 of the WIA 1991 in respect of the adoption of any sewers, drains or sewage disposal works as part of the development;
- (f) sections 106 to 109 of the WIA 1991 (inclusive) in respect of any connections to public sewers;
- (g) section 111 of the WIA 1991 in respect of the restrictions on use of public sewers;
- (h) sections 158 and 159 of the WIA 1991 in respect of statutory rights of access to DC apparatus;
- (i) section 174 of the WIA 1991 in respect of offences of interference with works etc;
- (j) section 178 of the WIA 1991 in respect of obstruction of sewerage works etc;
- (k) section 185 of the WIA 1991 in respect of the removal, diversion or alteration of DC apparatus.

(2) The arbitration provisions at article 44 of this Order must not apply where DC uses a warrant of entry in accordance with the provisions of the WIA 1991.

### Commencement Information

**I103** Sch. 9 para. 14 in force at 11.10.2023, see [art. 1](#)

### Protection of DC apparatus

**15.—(1)** Not less than 28 days before starting the execution of any works that are within the clearance area or will, or could reasonably foreseeably affect, any DC apparatus the removal or alteration of which has not been required by the undertaker under paragraph 14(1), the undertaker must submit to DC written notice together with a draft specification. For the purposes of preparing the draft specification DC must, following a written request and subject to such reasonable conditions as may be imposed by DC (including in respect of payment of its reasonable costs in meeting the request), provide the undertaker with copies of such plans and records of its apparatus as may be held by DC.

(2) DC is to examine the draft specification submitted under sub-paragraph 15(1) and give its written consent or proposed amendments (each not to be unreasonably withheld or delayed) to the draft specification (including the proposed commencement date and anticipated completion date) within 28 days from the date of receipt (and in the event of amendments the process in this sub-paragraph 15(2) will be repeated where those amendments are not accepted by the undertaker). For the avoidance of doubt, DC's proposed amendments may include such reasonable requirements for the alteration (including but not limited to the extension of DC apparatus) or otherwise for the protection of DC apparatus, or for securing access to it.

(3) If after the expiry of 28 days DC has not communicated approval or disapproval under sub-paragraph 15(2), the undertaker may write to DC at [DeveloperServicesassetenquiries@dwrcymru.com](mailto:DeveloperServicesassetenquiries@dwrcymru.com) or such other address as DC may appoint instead for that purpose and notify the undertaker in writing clearly stating that no response has been received from DC under sub-paragraph 15(2) and that a response must be provided to the undertaker within 14 days from the date of receipt of the correspondence sent under this sub-paragraph 15(3) and if no response is received within 14 days from the date of receipt DC is deemed to have approved the plans as supplied under sub-paragraph 15(2).

(4) Once approved under sub-paragraph 15(2) or 15(3), the draft specification is to become the specification and the works are to be executed only in accordance with the specification and such reasonable requirements as may be made in accordance with sub-paragraph 15(2) and DC is entitled to watch and inspect the execution of those works.

(5) Nothing in this paragraph 15 precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a draft specification instead of the draft specification previously submitted, and having done so the provisions of this paragraph 15 apply to and in respect of the new draft specification.

(6) The undertaker is not required to comply with sub-paragraph 15(1) in a case of emergency provided it has complied with paragraph 18 below save that the undertaker is to comply with sub-paragraphs 15(1) and (4) above in so far as is reasonably practicable in the circumstances.

(7) DC may opt to carry out any temporary and/or protective works specified under sub-paragraph 15(2) to DC apparatus, and if DC opts to do so it will:

- (a) agree the scope and timings of the works with the undertaker (and the undertaker must not unreasonably withhold or delay its agreement to the same);
- (b) provide an invoice together with supporting evidence of the estimated costs of the works on the basis of which it is to agree with undertaker the reasonable costs of the works to be met by the undertaker;



**Changes to legislation:** There are currently no known outstanding effects for the *The Awel y Môr Offshore Wind Farm Order 2023*. (See end of Document for details)

- (c) following agreement and payment of the costs, DC will as soon as reasonably practicable carry out and complete the works; and
- (d) notify the undertaker immediately in writing upon completion of the temporary and/or protective works.

(8) Where DC apparatus will be affected by the works the undertaker must determine the exact location of DC apparatus prior to any works being carried out by the undertaker.

(9) The undertaker must give DC at least 7 days' advance written notice of making any trial holes within 15 metres measured in any direction of any DC apparatus which must include details of the timings and location of the trial holes and allow a representative of DC to attend and observe these works.

(10) Any affected DC apparatus which is no longer required by DC but is not removed shall be transferred to the undertaker by way of a deed of transfer from DC at the undertaker's expense and on such terms as DC reasonably requires.

.....  
**Commencement Information**

**I104** Sch. 9 para. 15 in force at 11.10.2023, see [art. 1](#)

**Suspension of works**

**16.—**(1) DC is entitled to instruct the undertaker to suspend the relevant works if in DC's reasonable and proper opinion the actions of the undertaker, or those of its contractor(s) or subcontractor(s) in carrying out the works, have caused damage to any DC apparatus. In the event of such instruction being given by DC—

- (a) the undertaker must procure that it and its contractor(s) and subcontractor(s) shall forthwith suspend or cease the works having due regard to health and safety factors and shall discuss and agree with DC the remedial actions required prior to resuming the works;
- (b) the undertaker and DC must act reasonably and without delay in discussing and agreeing any remedial actions required prior to resuming the works;
- (c) DC must submit to the undertaker within 5 days following the suspension, a written notice specifying the reasons for suspending the works;
- (d) in the event that DC fails to supply the written notice within 5 days of suspension DC's instruction to suspend the works will be void and the undertaker will be entitled to recommence the works; and
- (e) DC must commence, carry out and complete any remedial works pursuant to subparagraph 16(1), as soon as reasonably practicable and DC must give the undertaker notice immediately upon completion of such remedial works and on receipt of such notice the undertaker is entitled to resume the works.

(2) DCC is entitled to reclaim all reasonable costs of all remedial works undertaken in accordance with this paragraph 16.

.....  
**Commencement Information**

**I105** Sch. 9 para. 16 in force at 11.10.2023, see [art. 1](#)

## Co-Operation

17.—(1) In the event that either the undertaker or DC (for the purpose of this paragraph 16 “the party” or together “the parties”) wishes to take any action which would impact on the ability of the undertaker to carry out the authorised development or DC to carry out its statutory functions, the parties must use reasonable endeavours to cooperate with one another in order to align work streams so to minimise or avoid disruption to the other party’s works. In respect of the references to ‘work’ and ‘works’ in this sub-paragraph 17(1), to the extent that this refers to ‘work’ or ‘works’ to be undertaken by DC, the definition of works in paragraph 12 of this Part does not apply.

(2) Subject to paragraph 18, differences or disputes arising between the undertaker and DC under this Schedule will, unless otherwise agreed in writing between the undertaker and DC, be determined by arbitration in accordance with article 44 (arbitration) of the Order.

(3) For the avoidance of doubt whenever DC’s consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by DC is required, it must not be unreasonably withheld or delayed.

### Commencement Information

I106 Sch. 9 para. 17 in force at 11.10.2023, see [art. 1](#)

## Emergency Works

18.—(1) The undertaker is permitted to carry out emergency works provided that it first notifies DC of the proposed emergency works. For the avoidance of doubt, in the event that DC suffers any loss, cost or damage as a result of the emergency action taken by the undertaker without prior notification the indemnity in paragraph 19 will apply.

(2) DC must at all times be permitted to carry out any emergency works in relation to its DC apparatus within the Order limits in accordance with Part II Schedule 6 WIA 1991.

(3) Emergency works required in order for DC to fulfil its statutory functions under sub-paragraph 18(2) takes precedence over works to be carried out by the undertaker and, in such circumstances, the undertaker must reschedule its works accordingly.

(4) In respect of the references to ‘work’ and ‘works’ in this paragraph 18, to the extent that this is ‘work’ or ‘works’ to be undertaken by DC, the definition of works in paragraph 12 of this Part does not apply.

### Commencement Information

I107 Sch. 9 para. 18 in force at 11.10.2023, see [art. 1](#)

## Damage to DC apparatus

19.—(1) If, for any reason or in consequence of the construction of any of the works, any damage is caused to any DC apparatus (other than DC apparatus, the repair of which is not reasonably necessary in view of its intended removal for the purposes of the works), or there is any interruption in any service provided, or in the supply of any goods, by DC, the undertaker must—

- (a) bear and pay on demand accompanied by an invoice or claim by DC the cost reasonably and properly incurred and documented by DC in making good any damage or restoring the supply; and
- (b) make reasonable compensation to DC for any other expenses, loss, damages, penalty or costs incurred by DC, by reason or in consequence of any the damage or interruption.



- (2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect of—
- (a) any damage or interruption to the extent that it is attributable to the act, neglect or default of DC, its officers, employees, contractors or agents; and / or
  - (b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.
- (3) DC must give the undertaker reasonable notice of any such claim or demand and no settlement, admission of liability or compromise or demand is to be made without the consent of the undertaker.
- (4) Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and DC in respect of any DC apparatus laid or erected in land belonging to the undertaker on the date on which the Order is made.
- (5) DC must use its reasonable endeavours to mitigate in whole or in part and to minimise any claims, costs, expenses, losses, damages, demands, and penalties to which the indemnity under this paragraph 19 applies. If requested to do so by the undertaker, DC must provide an explanation of how the claim has been minimised. The undertaker will only be liable under this paragraph 19 for claims reasonably incurred by DC.

**Commencement Information**

**I108** Sch. 9 para. 19 in force at 11.10.2023, see [art. 1](#)

## PART 3

### For the protection of National Grid

#### Application

**20.** The provisions of this Part have effect for the protection of National Grid unless otherwise agreed in writing between the undertaker and National Grid.

**Commencement Information**

**I109** Sch. 9 para. 20 in force at 11.10.2023, see [art. 1](#)

#### Interpretation

**21.—(1)** In this Part—

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means:

- (a) electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by National Grid together with any replacement apparatus; and
- (b) such other apparatus constructed pursuant to the Order that becomes operational apparatus of the undertaker for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or must be lodged or which gives or will give access to apparatus; and

- (c) any electrical lines or electrical plant as defined in the 1989 Act, any mains, pipes, plant or other apparatus belonging to, operated or maintained by National Grid for the purposes of the construction, operation and maintenance of the Bodelwyddan Project, whether temporary or permanent, and includes, where the context so requires, apparatus constructed as part of the authorised development and intended for the beneficial use by National Grid (“Bodelwyddan apparatus”);

“authorised development” has the same meaning as in article 2 (interpretation) of this Order (unless otherwise specified) and includes any associated development authorised by the Order and for the purposes of this Part includes the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

“Bodelwyddan Project” means the proposed extension of the Bodelwyddan substation, diversion of gas pipeline and overhead electricity line upgrade to be undertaken by National Grid and any temporary construction compound and laydown area for such works;

“Bodelwyddan Site” includes—

- (a) land on which any Bodelwyddan apparatus is situated; and
- (b) land on which Bodelwyddan apparatus is anticipated to be situated which is necessary for the construction, use or maintenance of the Bodelwyddan Project (in so far as the same has been notified by National Grid in writing to the undertaker);

“commence” has the same meaning as in article 2 of this Order and commencement shall be construed to have the same meaning;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means National Grid Electricity Transmission PLC (Company No. 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor company;

“National Grid connection works” means any part of Work Nos. 36, 39, 39A, 40 and 41 as described in Schedule 1 of this Order (authorised development);

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed; and

“specified works” means any of the authorised development or activities undertaken in association with the authorised development which—

- (a) will or may be situated over, or within 15 metres measured in any direction of, any apparatus the removal of which has not been required by the undertaker under paragraph 31(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 31(2) or otherwise; or
- (c) includes any of the activities that are referred to in National Grid’s publication “Development near overhead lines “ENA 43-8 and HSE’s guidance note 6 “Avoiding

Danger from Overhead Lines” and HSE’s guidance note HSG47 “Avoiding danger from underground services”.

**Commencement Information**

**I110** Sch. 9 para. 21 in force at 11.10.2023, see [art. 1](#)

**Interaction with the Bodelwyddan Project**

**22.** Without limiting any other provision of this Part of this Schedule, the undertaker must use reasonable endeavours to avoid any conflict arising between the construction, maintenance and operation of the authorised development and the Bodelwyddan Project. For the purposes of this paragraph, “reasonable endeavours” means—

- (a) undertaking consultation on the detailed design and programming of the National Grid connection works and all works associated with or ancillary to the National Grid connection works to ensure that the design and programme for the National Grid connection works does not unreasonably impede or interfere with the Bodelwyddan Project;
- (b) having regard to the proposed programme of works for the Bodelwyddan Project as may be made available to the undertaker by National Grid and facilitating a co-ordinated approach to the programme, land assembly, and the carrying out of the National Grid connection works and the Bodelwyddan Project;
- (c) providing a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised development; and
- (d) keeping National Grid informed on the programme of works for the authorised development.

**Commencement Information**

**I111** Sch. 9 para. 22 in force at 11.10.2023, see [art. 1](#)

**National Grid connection works**

**23.** The undertaker must not except with the agreement of National Grid carry out the National Grid connection works, or any part of it.

**Commencement Information**

**I112** Sch. 9 para. 23 in force at 11.10.2023, see [art. 1](#)

**24.—(1)** Before beginning to construct any National Grid connection works, or any part of it, the undertaker must submit to National Grid plans of the relevant National Grid connection works (or part of it) and such further particulars available to it as National Grid may request within 21 days of receipt of the plans reasonably requested.

(2) Any National Grid connection works must not be constructed except in accordance with such plans as may be approved in writing by National Grid.

**Commencement Information**

**I113** Sch. 9 para. 24 in force at 11.10.2023, see [art. 1](#)

**25.—**(1) Any approval of National Grid required under this Schedule—

- (a) must not be unreasonably withheld or delayed;
- (b) in the case of a refusal must be accompanied by a statement of grounds or refusal; and
- (c) may be given subject to such reasonable requirements as National Grid may have in connection with the safe, economic and efficient construction, commissioning, operation, maintenance and future decommissioning of the Bodelwyddan Project or otherwise for the protection of Bodelwyddan apparatus,

provided always that in relation to a refusal under sub-paragraph (b) or any requirements requested pursuant to sub-paragraph (c) the undertaker shall be permitted to refer such matters to dispute resolution pursuant to paragraph 39.

(2) National Grid must employ reasonable endeavours to respond to the submission of any plans within a period of 56 days from the date of submission of the plans. If National Grid require further particulars, such particulars must be requested by National Grid no later than 21 days from the submission of plans and thereafter National Grid must employ reasonable endeavours to respond to the submission within 56 days from receipt of the further particulars.

**Commencement Information**

**I114** Sch. 9 para. 25 in force at 11.10.2023, see [art. 1](#)

**26.—**(1) The undertaker must give to National Grid not less than 14 days' notice in writing of its intention to commence construction of any National Grid connection works and notice in writing of its completion not later than 7 days after the date on which it is completed and National Grid will be entitled by its officer to watch and inspect the construction of such works.

(2) If any part of the National Grid connection works is constructed otherwise than in accordance with paragraph 24(2) above National Grid may by notice in writing identify the extent to which the National Grid connection works do not comply with the approved details and request the undertaker at the undertaker's own expense carry out remedial works so as to comply with the requirements of paragraph 24(2) of this Schedule or such alternative works as may be agreed with National Grid or as otherwise may be agreed between the parties.

(3) Subject to sub-paragraph (4), if within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (2) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, National Grid may execute the works specified in the notice and any reasonable expenditure incurred by National Grid in so doing will be recoverable from the undertaker.

(4) In the event of any dispute as to whether sub-paragraph (2) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, National Grid will not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 39.

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**Commencement Information**

**I115** Sch. 9 para. 26 in force at 11.10.2023, see [art. 1](#)

**On Street Apparatus**

**27.** Except for paragraphs 28 (apparatus of National Grid in streets subject to temporary stopping up), 33 (retained apparatus: protection of National Grid as electricity undertaker), 35 (expenses) and 35 (indemnity) of this Schedule, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

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**Commencement Information**

**I116** Sch. 9 para. 27 in force at 11.10.2023, see [art. 1](#)

**Apparatus of National Grid in streets subject to temporary stopping up**

**28.—**(1) Without prejudice to the generality of any other protection afforded to National Grid elsewhere in the Order, where any street is stopped up under article 12 (temporary restriction of use of streets), if National Grid has any apparatus in the street or accessed via that street National Grid is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will grant to National Grid, or will procure the granting to National Grid of, legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph affects any right of the undertaker or National Grid to require the removal of that apparatus under paragraph 31 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 33.

(2) Notwithstanding a temporary restriction under article 12 (temporary restriction of use of streets), National Grid is at liberty at all times to take all necessary access across any such street or to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion is in that street.

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**Commencement Information**

**I117** Sch. 9 para. 28 in force at 11.10.2023, see [art. 1](#)

**Protective works to buildings**

**29.** The undertaker, in the case of the powers conferred by article 16 (protective works to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus or to the Bodelwyddan Site without the written consent of National Grid which will not unreasonably be withheld.

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**Commencement Information**

**I118** Sch. 9 para. 29 in force at 11.10.2023, see [art. 1](#)

## Acquisition of land

**30.**—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker may not (a) acquire or take temporary possession of any land interest or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement or other interest of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not unless otherwise agreed in writing with National Grid acquire any land forming part of the Bodelwyddan Site (such agreement not to be unreasonably withheld or delayed).

(3) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development.

(4) The undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid as of right or other use in relation to the apparatus, then the provisions in this Schedule prevail.

(5) Any agreement or consent granted by National Grid under paragraph 33 or any other paragraph of this Part must not be taken to constitute agreement under sub-paragraph 30(1).

### Commencement Information

**I119** Sch. 9 para. 30 in force at 11.10.2023, see [art. 1](#)

## Removal of apparatus

**31.**—(1) If, in the exercise of the powers conferred by this Order the undertaker acquires any interest in or possesses temporarily any Order land in which any apparatus is placed, that apparatus must not be removed under this Part and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works comprised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid a minimum of 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid to its satisfaction (taking into account paragraph 32(1) below) the necessary facilities and rights—

**Changes to legislation:** There are currently no known outstanding effects for the *The Awel y Môr Offshore Wind Farm Order 2023*. (See end of Document for details)

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation does not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to do so.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part must be constructed in such manner and in such line or situation as may be agreed between National Grid and the undertaker.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.

**Commencement Information**

**I120** Sch. 9 para. 31 in force at 11.10.2023, see [art. 1](#)

**Facilities and rights for alternative apparatus**

**32.—(1)** Where, in accordance with the provisions of this Part, the undertaker affords to or secures National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by National Grid.

(2) If the facilities and rights to be afforded by the undertaker and agreed with National Grid under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the matter may be referred to arbitration under paragraph 39 (arbitration) and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph, article 44 (arbitration) applies.

**Commencement Information**

**I121** Sch. 9 para. 32 in force at 11.10.2023, see [art. 1](#)

### **Retained apparatus: Protection of National Grid as Electricity Undertaker**

**33.**—(1) Not less than 56 days before the commencement of any specified works, the undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.

(2) In relation to works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) which involve embankment works within 15 metres of any apparatus, the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which they are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation and positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more adjacent electricity towers which are within the Order limits or within 10 metres of the Order limits, the plan to be submitted under sub-paragraph (1) must in addition to the matters set out in sub-paragraph (2) include a method statement describing—

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trench supporting structures;
- (d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;
- (f) written details of the operations and maintenance regime for the cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid's engineers; and
- (h) evidence that trench collapse resistance and supporting structures bearing capacity are to be designed to support overhead line construction traffic of at least 26 tonnes in weight.

(4) The undertaker must not commence any works to which sub-paragraph (2) or (3) applies until National Grid has given written approval of the plan so submitted.

(5) Any approval of National Grid required under sub-paragraph (4)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (6) or (8);
- (b) may be given subject to such reasonable requirements as National Grid may have in connection with the safe and efficient construction, commissioning, operation and maintenance of the Bodelwyddan Project; and
- (c) and must not be unreasonably withheld or delayed.



(6) In relation to a work to which sub-paragraph (2) or (3) applies, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works executed under sub-paragraph (2) or (3) must only be executed in accordance with the plan submitted under sub-paragraph (1) or as relevant sub-paragraph (6) as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (6), (8) or (9) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid is entitled to watch and inspect the execution of those works.

(8) Where under sub-paragraph (6) National Grid requires any protective works to be carried out either by itself or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to National Grid's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and National Grid must give 56 days' notice of its requirement for such works from the date of submission of a plan in line with this paragraph (except in an emergency).

(9) If National Grid in accordance with sub-paragraph (6) or (8) and in consequence of the works proposed by the undertaker reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, sub-paragraphs 1 to 3 and 6 to 8 applies as if the removal of the apparatus had been required by the undertaker under paragraph 31(2).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(11) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (6), (7) and (8) in so far as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under the Order, the undertaker must comply with National Grid's policies for development near overhead lines ENA 43-8 and the Health and Safety Executive's guidance note 6 "Avoiding danger from overhead power lines".

#### Commencement Information

**I122** Sch. 9 para. 33 in force at 11.10.2023, see [art. 1](#)

#### Expenses

**34.**—(1) Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably and properly incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus or alternative apparatus which may be required in consequence of the execution of any such works as are referred to in this Part including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such

apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid:

- (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 31(3); or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid.
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
  - (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
  - (d) the approval of plans;
  - (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
  - (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement settled by arbitration in accordance with article 44 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

### Commencement Information

**1123** Sch. 9 para. 34 in force at 11.10.2023, see [art. 1](#)

### Indemnity

**35.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works (including without limitation works carried out by the undertaker under this Part or any subsidence resulting from any of these works), any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purpose of those works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from National Grid the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and
- (b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party as aforesaid other than arising from any default by National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid as a consequence of the authorised development or under its supervision does not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of sub-paragraph (1), unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not materially accord with the approved plan or as otherwise agreed between the undertaker and National Grid.

(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, employees, contractors or agents; and
- (b) any authorised development or any other works authorised by this Part carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of this Order pursuant to section 156 of the 2008 Act or article 6 (benefit of the Order) subject to the proviso that once such works become apparatus (“new apparatus”) any works yet to be executed and not falling within this sub-paragraph (b) are subject to the full terms of this Part including this paragraph in respect of such new apparatus.

(4) National Grid must give the undertaker reasonable notice of any claim or demand and no settlement, admission of liability or compromise or demand must be made, unless payment is required in connection with a statutory compensation scheme, without first consulting the undertaker and considering its representations.

(5) National Grid must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

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**Commencement Information**

**I124** Sch. 9 para. 35 in force at 11.10.2023, see [art. 1](#)

**Enactments and agreements**

**36.** Save to the extent provided for to the contrary elsewhere in this Part or by agreement in writing between the undertaker and National Grid, nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

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**Commencement Information**

**I125** Sch. 9 para. 36 in force at 11.10.2023, see [art. 1](#)

**Co-operation**

**37.—(1)** Where in consequence of the proposed construction of any part of the authorised development the undertaker or National Grid requires the removal of apparatus under paragraph 31(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 33, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid must use its best endeavours to co-operate with the undertaker for that purpose.

(2) Whenever National Grid's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker, or the taking of action by the undertaker is required, it must not be unreasonably withheld or delayed.

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**Commencement Information**

**I126** Sch. 9 para. 37 in force at 11.10.2023, see [art. 1](#)

**Access**

**38.** If in consequence of the agreement reached in accordance with paragraph 30(1) or the powers granted under this Order the access to any apparatus or the Bodelwyddan Site is materially obstructed, the undertaker must provide such alternative means of access to such apparatus or the Bodelwyddan Site as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

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**Commencement Information**

**I127** Sch. 9 para. 38 in force at 11.10.2023, see [art. 1](#)

**Arbitration**

**39.** Save for differences or disputes arising under paragraphs 31(2), 31(4), and 33 any difference or dispute arising between the undertaker and National Grid under this Part must, unless otherwise

agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 44 (arbitration).

**Commencement Information**

**I128** Sch. 9 para. 39 in force at 11.10.2023, see [art. 1](#)

**Notices**

**40.** The plans submitted to National Grid by the undertaker pursuant to this Part must be submitted to <https://lsbud.co.uk/> or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

**Commencement Information**

**I129** Sch. 9 para. 40 in force at 11.10.2023, see [art. 1](#)

## PART 4

For the protection of SP Manweb as electricity undertaker

**Application**

**41.** The following provisions have effect for the protection of SP Manweb unless otherwise agreed in writing between the undertaker and SP Manweb.

**Commencement Information**

**I130** Sch. 9 para. 41 in force at 11.10.2023, see [art. 1](#)

**Interpretation**

**42.** In this Part of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to enable SP Manweb to fulfil its statutory functions in a manner no less efficient than previously (to the reasonable satisfaction of SP Manweb);

“apparatus” means electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by SP Manweb together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of SP Manweb for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised development” has the same meaning as is given to the term “authorised development” in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development and construction of any works authorised by this Part of this Schedule;

“commence” has the same meaning as in article 2 of this Order and commencement must be construed to have the same meaning;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of SP Manweb including construct, use, repair, alter, inspect, renew or remove the apparatus;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“SP Manweb” means SP Manweb PLC (Company No. 02366937) whose registered office is at 3 Prenton Way, Prenton, CH43 3ET or any successor company;

“specified works” means any of the authorised development or activities undertaken in association with the authorised development which:

- (a) will or may be situated over, or within 15 metres (measured in any direction) of any apparatus the removal of which has not been required by the undertaker under paragraph 45(2) or otherwise;
- (b) is reasonably likely to adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 45(2) or otherwise; and/or
- (c) include any of the activities that are referred to in SP Manweb’s policies for development near overhead lines EN43-8 and HSE’s guidance note 6 “Avoidance of Danger from Overhead Lines”.

**Commencement Information**

**I131** Sch. 9 para. 42 in force at 11.10.2023, see [art. 1](#)

**On Street Apparatus**

**43.** Except for paragraphs 47, 48 and 49 of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of SP Manweb, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and SP Manweb are regulated by the provisions of Part 3 of the 1991 Act.

**Commencement Information**

**I132** Sch. 9 para. 43 in force at 11.10.2023, see [art. 1](#)

**Acquisition of land**

**44.—(1)** Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not appropriate or acquire or take temporary possession of any land interest of SP Manweb or appropriate, acquire, extinguish,



interfere with or override any easement or other interest or right and/or apparatus of SP Manweb otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between SP Manweb and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of SP Manweb and/or affects the provisions of any enactment or agreement regulating the relations between SP Manweb and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as SP Manweb reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between SP Manweb and the undertaker acting reasonably and which must be no less favourable on the whole to SP Manweb unless otherwise agreed by SP Manweb, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development.

(3) Where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by SP Manweb and/or other enactments relied upon by SP Manweb as of right or other use in relation to the apparatus, then the provisions in this Schedule must prevail.

(4) No agreement or consent granted by SP Manweb under any other paragraph of this Part of this Schedule constitutes agreement under sub-paragraph (1).

#### Commencement Information

**I133** Sch. 9 para. 44 in force at 11.10.2023, see [art. 1](#)

#### Removal of apparatus

**45.**—(1) If, in the exercise of the agreement reached in accordance with paragraph 44 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of SP Manweb to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of SP Manweb in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any specified works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to SP Manweb at least 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order SP Manweb reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to SP Manweb to its satisfaction (taking into account paragraph 45(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the use and maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part

of such apparatus is to be constructed, SP Manweb must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between SP Manweb and the undertaker.

(5) SP Manweb must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to SP Manweb of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by SP Manweb and/or other enactments relied upon by SP Manweb as of right or other use in relation to the apparatus, then the provisions in this Schedule must prevail.

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**Commencement Information**

**I134** Sch. 9 para. 45 in force at 11.10.2023, see [art. 1](#)

**Facilities and rights for alternative apparatus**

**46.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for SP Manweb facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and SP Manweb and must be no less favourable on the whole to SP Manweb than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by SP Manweb.

(2) If the facilities and rights to be afforded by the undertaker and agreed with SP Manweb under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to SP Manweb than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 53 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to SP Manweb as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph, article 44 (arbitration) applies.

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**Commencement Information**

**I135** Sch. 9 para. 46 in force at 11.10.2023, see [art. 1](#)

**Retained apparatus: Protection of SP Manweb as Electricity Undertaker**

**47.**—(1) Not less than 56 days before the commencement of any specified works the removal of which has not been required by the undertaker under paragraph 45(2), the undertaker must submit to



SP Manweb a plan of the works to be executed and seek from SP Manweb details of the underground extent of their electricity tower foundations.

(2) In relation to specified works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of any apparatus, the plan to be submitted to SP Manweb under sub-paragraph (1) must include a method statement which is consistent with the principles set out in the outline method statement dated 17 October 2022 provided by the undertaker to SP Manweb and show and describe—

- (a) the exact position of the specified works;
- (b) the level at which the specified works are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(3) In relation to any specified works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity supports or between any two or more adjacent electricity supports which are within the Order limits or within 10 metres of the Order limits, the plan to be submitted under sub-paragraph (1) must include a method statement which, in addition to the matters set out in sub-paragraph (2), must—

- (a) describe details of any cable trench design including route, dimensions, clearance to support foundations;
- (b) demonstrate that support foundations will not be affected prior to, during and post construction;
- (c) describe load bearing capacities of trench supporting structures;
- (d) describe details of cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) provide a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;
- (f) provide written details of the operations and maintenance regime for the cable, including frequency and method of access;
- (g) provide an assessment of earth rise potential if reasonably required by SP Manweb's engineers;
- (h) provide evidence that trench collapse resistance and supporting structures bearing capacity are to be designed to 26 tonnes to take the weight of overhead line construction traffic.

(4) The undertaker must not commence any works to which sub-paragraph (2) or (3) applies until SP Manweb has given written approval of the plan so submitted provided that SP Manweb must not unreasonably delay notification of its approval or disapproval.

(5) Any approval of SP Manweb required under sub-paragraph (2)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and
- (b) must not be unreasonably withheld or delayed.

(6) If after the expiry of 56 days SP Manweb has not communicated approval or disapproval, SP Manweb is deemed to have approved the plans as supplied.

(7) In relation to any work requiring the submission of a plan under sub-paragraph (1), SP Manweb may require such modifications to be made to the plans as may be reasonably necessary

for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus and SP Manweb must notify the undertaker of such modifications within a period of 56 days beginning with the date on which the plan required under sub-paragraph (1) has been submitted to SP Manweb.

(8) Works requiring the submission of a plan under sub-paragraph (1) must only be executed in accordance with the plan as approved or as amended from time to time by agreement between the undertaker and SP Manweb and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (7), (9) or (10) by SP Manweb for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and SP Manweb will be entitled to watch and inspect the execution of those works.

(9) Where SP Manweb reasonably requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to SP Manweb's reasonable satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and SP Manweb must give 56 days' notice of such works from the date of submission of a plan pursuant to sub-paragraph (1) or (7) (except in an emergency).

(10) If SP Manweb in accordance with sub-paragraphs (8) or (10) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, sub-paragraphs (1) to (3) and (7) to (9) apply as if the removal of the apparatus had been required by the undertaker under paragraph 45(2).

(11) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph must apply to and in respect of the new plan.

(12) The undertaker must not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to the SP Manweb notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (7), (8) and (9) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (13) at all times.

(13) At all times when carrying out any works authorised under the Order, the undertaker must comply with statutory requirements and guidelines for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines" in relation to any apparatus and aligning with SP Manweb guidelines.

#### **Commencement Information**

**I136** Sch. 9 para. 47 in force at 11.10.2023, see [art. 1](#)

#### **Expenses**

**48.**—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SP Manweb on demand all reasonable charges, costs and expenses reasonably incurred by SP Manweb in direct consequence of the execution of any authorised development including without limitation in respect of—

- (a) any costs reasonably incurred by or compensation properly paid by SP Manweb in connection with the acquisition of rights or the exercise of statutory powers for such

apparatus including without limitation all costs incurred by SP Manweb as a consequence of SP Manweb;

- (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 45(3); and/or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting SP Manweb;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
  - (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
  - (d) the approval of plans;
  - (e) the carrying out of protective works (including any temporary protective works and their removal);
  - (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 44 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to SP Manweb by virtue of sub-paragraph (1) will be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to SP Manweb in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on SP Manweb any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

### Commencement Information

I137 Sch. 9 para. 48 in force at 11.10.2023, see [art. 1](#)

### Indemnity

**49.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of SP Manweb, or if there is any interruption in any service provided, or in the supply of any goods by SP Manweb, or SP Manweb becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay on demand accompanied by an invoice or claim from SP Manweb the cost reasonably and properly incurred by SP Manweb in making good such damage or restoring the supply; and
- (b) indemnify SP Manweb for any other expenses, loss, demands, proceedings, damages, claims, penalties or costs incurred by or recovered from SP Manweb, by reason or in consequence of any such damage or interruption or SP Manweb becoming liable to any third party as aforesaid other than arising from any default of SP Manweb,

provided that at all times SP Manweb will be under an obligation to take reasonable steps to mitigate its loss.

(2) The fact that any act or thing may have been done by SP Manweb on behalf of the undertaker or in accordance with a plan approved by SP Manweb or in accordance with any requirement of SP Manweb as a consequence of the authorised development or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this paragraph where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not materially accord with the approved plan (or as otherwise agreed between the undertaker and SP Manweb pursuant to paragraph 48).

(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of SP Manweb, its officers, employees, contractors or agents;
- (b) any authorised development and/or any other works authorised by this Part of this Schedule carried out by SP Manweb as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 6 (benefit of the Order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised development yet to be executed and not falling within this sub-paragraph 38(b) will be subject to the full terms of this Part of this Schedule including this paragraph in respect of such new apparatus; and / or
- (c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) SP Manweb must give the undertaker reasonable notice of any claim or demand and no settlement, admission of liability or compromise or demand, unless payment is required in

connection with a statutory compensation scheme, is to be made without first consulting the undertaker and considering its representations.

**Commencement Information**

**I138** Sch. 9 para. 49 in force at 11.10.2023, see [art. 1](#)

**Enactments and agreements**

**50.** Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between SP Manweb and the undertaker, nothing in this Part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and SP Manweb in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I139** Sch. 9 para. 50 in force at 11.10.2023, see [art. 1](#)

**Co-operation**

**51.—(1)** Where in consequence of the proposed construction of any of the authorised development, the undertaker or SP Manweb requires the removal of apparatus under paragraph 45(2) or SP Manweb makes requirements for the protection or alteration of apparatus under paragraph 47, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of SP Manweb’s undertaking and SP Manweb must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever SP Manweb’s consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by SP Manweb is required, it must not be unreasonably withheld or delayed.

**Commencement Information**

**I140** Sch. 9 para. 51 in force at 11.10.2023, see [art. 1](#)

**Access**

**52.** If in consequence of the agreement reached in accordance with paragraph 44(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable SP Manweb to maintain or use the apparatus no less effectively than was possible before such obstruction.

**Commencement Information**

**I141** Sch. 9 para. 52 in force at 11.10.2023, see [art. 1](#)

## Arbitration

53. Save for differences or disputes arising under paragraphs 45(2), 45(4), 45(1) and 47 any difference or dispute arising between the undertaker and SP Manweb under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and SP Manweb, determined by arbitration in accordance with article 44 (arbitration).

### Commencement Information

I142 Sch. 9 para. 53 in force at 11.10.2023, see [art. 1](#)

## PART 5

### Protection for operators of electronic communications code networks

54. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and the operator in question.

### Commencement Information

I143 Sch. 9 para. 54 in force at 11.10.2023, see [art. 1](#)

55. In this Part—

“the 2003 Act” means the Communications Act 2003(43);

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in section 106(44) (application of the electronic communications code) of the 2003 Act;

“electronic communications code network” means—

- (a) so much of an electronic communications network or infrastructure system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and
- (b) an electronic communications network which the undertaker is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act;

“infrastructure system” has the same meaning as in the electronic communications code and references to providing an infrastructure system are to be construed in accordance with paragraph 7 (infrastructure system) of that code; and

“operator” means the operator of an electronic communications code network.

### Commencement Information

I144 Sch. 9 para. 55 in force at 11.10.2023, see [art. 1](#)

(43) 2003 c. 21.

(44) Section 106 was amended by section 4 of the Digital Economy Act 2017 (c. 30).

**56.** The exercise of the powers conferred by article 29 (statutory undertakers) are subject to Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code.

**Commencement Information**

**I145** Sch. 9 para. 56 in force at 11.10.2023, see [art. 1](#)

**57.—(1)** Subject to sub-paragraphs (2) to (4), if as a result of the authorised development or its construction, or of any subsidence resulting from the authorised development—

- (a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development), or other property of an operator; or
- (b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost agreed by the undertaker in advance and reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker and, if such consent is withheld, the undertaker has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this Part must be referred to and settled by arbitration under article 44 (arbitration).

(5) This Part does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or
- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised project.

(6) Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I146** Sch. 9 para. 57 in force at 11.10.2023, see [art. 1](#)

## PART 6

### For the protection of Network Rail Infrastructure Limited

**58.** The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and Network Rail and, where paragraph 72 applies, any other person on whom rights or obligations are conferred by that paragraph.

#### Commencement Information

**1147** Sch. 9 para. 58 in force at 11.10.2023, see [art. 1](#)

**59.** In this Part—

“asset protection agreement” means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail by the Secretary of State in exercise of powers under section 8 of the Railways Act 1993<sup>(45)</sup>;

“Network Rail” means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at 1 Eversholt Street, London NW1 2DN) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 of the Companies Act 2006<sup>(46)</sup>) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

“plans” includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail for the purposes of such railway or works, apparatus or equipment;

“regulatory consents” means any consent or approval required under:

- (c) the Railways Act 1993;
- (d) the network licence; and/or
- (e) any other relevant statutory or regulatory provisions;

<sup>(45)</sup> 1993 c. 43.

<sup>(46)</sup> 2006 c. 46.



by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development;

“specified work” means so much of any of the authorised development as is or is to be situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 5 (power to maintain the authorised development) in respect of such works.

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**Commencement Information**

**I148** Sch. 9 para. 59 in force at 11.10.2023, see [art. 1](#)

**60.**—(1) Where under this Part Network Rail is required to give its consent, agreement or approval in respect of any matter, that consent, agreement or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use its reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised project under this Order.

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**Commencement Information**

**I149** Sch. 9 para. 60 in force at 11.10.2023, see [art. 1](#)

**61.**—(1) The undertaker must not exercise the powers conferred by—

- (a) article 3 (development consent granted by the Order);
- (b) article 5 (power to maintain the authorised development);
- (c) article 14 (discharge of water);
- (d) article 15 (authority to survey and investigate the land);
- (e) article 18 (compulsory acquisition of land);
- (f) article 20 (compulsory acquisition of rights);
- (g) article 22 (private rights);
- (h) article 24 (acquisition of subsoil only);
- (i) article 27 (temporary use of land for carrying out the authorised development);
- (j) article 28 (temporary use of land for maintaining the authorised development);
- (k) article 29 (statutory undertakers);
- (l) article 33 (felling or lopping of trees and removal of hedgerows);
- (m) article 34 (trees subject to tree preservation orders);
- (n) the powers conferred by section 11(3) (power of entry) of the 1965 Act;

- (o) the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016;
- (p) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;
- (q) any powers under in respect of the temporary possession of land under the Neighbourhood Planning Act 2017;

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 29 (statutory undertakers) or article 22 (private rights), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.

(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).

(7) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

#### **Commencement Information**

**I150** Sch. 9 para. 61 in force at 11.10.2023, see [art. 1](#)

**62.**—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration under article 44 (arbitration).

(2) The approval of the engineer under sub-paragraph 62 (1) must not be unreasonably withheld or delayed, and if after 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not communicated disapproval of those plans and the grounds of disapproval—

- (a) the undertaker may serve on the engineer written notice requiring the engineer to communicate approval or disapproval within a further period of 28 days beginning with the date on which the engineer receives written notice from the undertaker; and
- (b) if by the expiry of the further 28 days the engineer has not communicated approval or disapproval, the engineer is deemed to have approved the plans as supplied.

(3) If after the expiry of 28 days beginning with the date on which written notice was served on the engineer under sub-paragraph (1), Network Rail gives notice to the undertaker that Network Rail

desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unreasonable delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's reasonable opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation, decommissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and—

- (a) such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker, in either case without unreasonable delay; and
- (b) the undertaker must not commence the construction of the specified works in question until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

#### Commencement Information

**I151** Sch. 9 para. 62 in force at 11.10.2023, see [art. 1](#)

**63.**—(1) Any specified work and any protective works to be constructed by virtue of paragraph 62(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 62;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic on it and the use by passengers of railway property.

(2) If any damage to railway property or any interference or obstruction referred to in subparagraph (1)(d) is caused by the carrying out of, or in consequence of, the construction of a specified work, the undertaker must, regardless of any approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its employees, contractors or agents or any liability on Network Rail with respect to any damage, costs, expenses or loss attributable to the negligence of the undertaker or its employees, contractors or agents.

#### Commencement Information

**I152** Sch. 9 para. 63 in force at 11.10.2023, see [art. 1](#)

**64.** The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

**Commencement Information**

**I153** Sch. 9 para. 64 in force at 11.10.2023, see [art. 1](#)

**65.** Network Rail must at all times afford reasonable facilities to the undertaker and its employees, contractors or agents for access to any works carried out by Network Rail under this Part during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

**Commencement Information**

**I154** Sch. 9 para. 65 in force at 11.10.2023, see [art. 1](#)

**66.**—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work or during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe and efficient operation of the railway of Network Rail, such alterations or additions may be carried out by Network Rail.

(2) If Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations or additions which have been reasonably incurred by Network Rail, including, in respect of any such alterations or additions as are to be permanent, a capitalised sum representing the increase.

(3) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work that in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, regardless of any approval of the specified work under paragraph 62(1), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(4) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 67, provide such details of the formula or method of calculation by which those sums have been calculated as the undertaker may reasonably require.

(5) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions, a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

**Commencement Information**

**I155** Sch. 9 para. 66 in force at 11.10.2023, see [art. 1](#)

**67.** The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses agreed in advance with the undertaker and reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker under paragraph 62(3) or in constructing any protective works under paragraph 62(4);
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, guards and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the reasonable opinion of the engineer, need to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

#### **Commencement Information**

**I156** Sch. 9 para. 67 in force at 11.10.2023, see [art. 1](#)

**68.—(1)** In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 62(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker’s compliance with sub-paragraph (3)-

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 62(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 62(1) has effect subject to the sub-paragraph.

(6) Prior to the commencement of operation of the authorised development the undertaker shall test the use of the authorised development in a manner that shall first have been agreed with Network Rail and if, notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and
- (d) the undertaker must co-operate with Network Rail and take any reasonable measures promptly to prevent EMI occurring.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;
- (b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 62.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 72(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 67(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 44 (Arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Engineering and Technology.

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**Commencement Information**

**I157** Sch. 9 para. 68 in force at 11.10.2023, see [art. 1](#)



**69.** If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as to not adversely affect railway property.

**Commencement Information**

**I158** Sch. 9 para. 69 in force at 11.10.2023, see [art. 1](#)

**70.** The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

**Commencement Information**

**I159** Sch. 9 para. 70 in force at 11.10.2023, see [art. 1](#)

**71.** Any additional expenses that Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the date on which this Order is made by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be paid by the undertaker to Network Rail.

**Commencement Information**

**I160** Sch. 9 para. 71 in force at 11.10.2023, see [art. 1](#)

**72.—(1)** The undertaker must—

- (a) pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part which may be occasioned to or reasonably incurred by Network Rail—
  - (i) by reason of the construction or maintenance of a specified work or its failure; or
  - (ii) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged on a specified work;
  - (iii) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst access to or egress from the authorised development;
  - (iv) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others;
  - (v) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development;

and the undertaker must indemnify Network Rail and keep Network Rail indemnified from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission.

(2) The fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision does not (if it was done without negligence on the part of Network Rail or its employees, contractors or agents) excuse the undertaker from any liability under this Part.

(3) Network Rail must give the undertaker reasonable written notice of any claim or demand made against Network Rail that the undertaker may be liable to pay under this Part and no settlement or compromise of such a claim or demand is to be made without the prior written consent of the undertaker.

(4) The sums payable by the undertaker under sub-paragraph (1) if relevant include a sum equivalent to the relevant costs.

(5) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (1) which relates to the relevant costs of that train operator.

(6) The obligation under sub-paragraph (4) to pay Network Rail the relevant costs is, in the event of default, enforceable directly by any train operator concerned to the extent that such sums would be payable to that train operator under sub-paragraph (5).

(7) In this paragraph—

“relevant costs” means the costs, losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1).

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

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#### **Commencement Information**

**I161** Sch. 9 para. 72 in force at 11.10.2023, see [art. 1](#)

**73.** Network Rail must, on receipt of a request from the undertaker, provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part (including the amount of the relevant costs mentioned in paragraph 72) and with such information as may enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made under this Part (including any claim relating to those relevant costs).

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#### **Commencement Information**

**I162** Sch. 9 para. 73 in force at 11.10.2023, see [art. 1](#)

**74.** In the assessment of any sums payable to Network Rail under this Part there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary



and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part or increasing the sums so payable.

**Commencement Information**

**I163** Sch. 9 para. 74 in force at 11.10.2023, see [art. 1](#)

**75.** The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works plan or the land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

**Commencement Information**

**I164** Sch. 9 para. 75 in force at 11.10.2023, see [art. 1](#)

**76.** Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part 1 of the Railways Act 1993.

**Commencement Information**

**I165** Sch. 9 para. 76 in force at 11.10.2023, see [art. 1](#)

**77.** The undertaker must give written notice to Network Rail where any application is proposed to be made by the undertaker for the Secretary of State’s consent under article 6 (benefit of the order) and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

**Commencement Information**

**I166** Sch. 9 para. 77 in force at 11.10.2023, see [art. 1](#)

**78.** The undertaker must, no later than 28 days from the date that the documents referred to in article 40 (certification of plans etc.) are certified by the Secretary of State, provide a set of those documents to Network Rail in an electronic format.

**Commencement Information**

**I167** Sch. 9 para. 78 in force at 11.10.2023, see [art. 1](#)

## PART 7

### For the protection of Rhyl Flats Wind Farm Limited

#### Application

**79.** The provisions of this Part apply for the protection of the Company unless otherwise agreed in writing between the undertaker and the Company.

#### Commencement Information

**1168** Sch. 9 para. 79 in force at 11.10.2023, see [art. 1](#)

#### Interpretation

**80.** In this Part—

“apparatus” means the cables, anchors, moorings, vessels, stabilisation systems, structures or other infrastructure owned, occupied or maintained by the Company or its successor in title within the Rhyl Flats Lease Area;

“Company” means Rhyl Flats Wind Farm Limited (company number 05485961) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB;

“construction” includes execution, placing and relaying, and “construct” and “constructed” must be construed accordingly;

“method statement” means a written statement setting out the methodology for implementation of the specified works including—

- (a) construction methods and programmes;
- (b) vessel handling and positioning systems;
- (c) trenching/cable burial details;
- (d) scour protection and mattress laying;
- (e) securing access by the Company to apparatus throughout the duration of the specified works (subject to paragraph 84 of this Part);
- (f) such further particulars available to it that the Company may reasonably require;

“plans” includes sections, drawings, calculations and details of the specified works including the extent, timing and duration of any proposed occupation of the Rhyl Flats Restriction Zone;

“Rhyl Flats Restriction Zone” means the 250m restriction zone around the perimeter of the Rhyl Flats Lease Area;

“Rhyl Flats Lease Area” means the land leased by the Crown Estate Commissioners to the Company for the operation of the Rhyl Flats Offshore Wind Farm;

“Rhyl Flats Offshore Wind Farm” means the offshore wind farm operated by the Company within the Rhyl Flats Lease Area;

“specified works” means works for the construction, maintenance or replacement of so much of Work No. 2 as is within 250 metres of the perimeter of the Rhyl Flats Lease Area, including survey works.

**Commencement Information**

**I169** Sch. 9 para. 80 in force at 11.10.2023, see [art. 1](#)

**Consent for specified works**

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

**Commencement Information**

**I170** Sch. 9 para. 81 in force at 11.10.2023, see [art. 1](#)

**82.—(1)** The undertaker must not under the powers of this Order carry out any specified works without the consent of the Company, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions (including in relation to co-ordination of works between the undertaker and the Company) and if the Company does not respond within 56 days then consent is deemed to be given.

(2) Any application for consent pursuant to sub-paragraph (1) must be accompanied by—

- (a) plans of the specified works;
- (b) a method statement;
- (c) such further particulars available to the undertaker that the Company may reasonably require.

(3) Any approval of the Company required under this paragraph may be made subject to such reasonable conditions as may be required for the protection of any apparatus or for the alteration of any apparatus required as a direct consequence of the specified works or for securing access to any apparatus.

(4) Where the Company requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to the Company's reasonable satisfaction.

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any specified works, new plans or a revised method statement instead of the plans or method statement previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans or method statement.

(6) The specified works must be carried out in accordance with the consent given, or deemed to be given, in terms of sub-paragraph (1).

**Commencement Information**

**I171** Sch. 9 para. 82 in force at 11.10.2023, see [art. 1](#)

**83.—(1)** The undertaker must give to the Company not less than 28 days' written notice of its intention to commence the undertaking of the specified works and, not more than 14 days after completion of their implementation, must give the Company written notice of the completion.

(2) The undertaker is not required to comply with paragraph 82 or sub-paragraph (1) in a case of emergency, but in that case it must give to the Company notice as soon as is reasonably practicable and a plan, sections and description of those works as soon as reasonable practicable subsequently and must comply with paragraph 82 in so far as is reasonably practicable in the circumstances.

(3) The Company is entitled to have not more than two representatives present while any specified works are being carried out by the undertaker and the following provisions shall apply to such representatives—

- (a) any representatives must be suitably qualified and must comply with the Marine Labour Convention (2006) standards, guidelines and regulations;
- (b) the representatives may be located on any vessel carrying out specified works and must have full and free access at all times to all activities related to the specified works;
- (c) the undertaker must afford the representatives its full cooperation in the execution of the representatives' duties; and
- (d) the representatives' only function is to safeguard the interests of the Company and they shall have no duty to ensure or procure the doing of anything for the benefit of the undertaker or to prevent anything which may be to the detriment of the undertaker, provided however that the representatives must act in good faith at all times.

**Commencement Information**

**I172** Sch. 9 para. 83 in force at 11.10.2023, see [art. 1](#)

**84.**—(1) The undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by the Company to any apparatus unless agreed with the Company and in accordance with any reasonable conditions which may be required by the Company or where required by law or for health and safety reasons.

(2) The undertaker must give to the Company not less than 28 days' written notice of its intention to exercise powers which will prevent or interfere with the access by the Company to any apparatus.

**Commencement Information**

**I173** Sch. 9 para. 84 in force at 11.10.2023, see [art. 1](#)

**85.** To ensure its compliance with this Part, the undertaker must before carrying out any specified works and at the undertaker's own cost, carry out all surveys reasonably necessary to confirm the actual position of apparatus unless otherwise agreed with the Company in writing, such agreement not to be unreasonably withheld or delayed. The Company shall provide on request any reasonable assistance required from the Company of the location of any apparatus.

**Commencement Information**

**I174** Sch. 9 para. 85 in force at 11.10.2023, see [art. 1](#)

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

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### Commencement Information

**1175** Sch. 9 para. 86 in force at 11.10.2023, see [art. 1](#)

### Expenses

**87.**—(1) Subject to the following provisions of this paragraph, the undertaker must pay to the Company on demand all reasonable charges, costs and expenses reasonably incurred by the Company direct consequence of the execution of any specified works including without limitation in respect of—

- (a) the approval of plans and method statements;
- (b) the carrying out of protective works (including any temporary protective works and their removal);
- (c) the survey of any land, apparatus or works, the inspection and monitoring of any specified works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such specified works referred to in this Part of this Schedule; and
- (d) any additional costs incurred in the decommissioning of Rhyl Flats Offshore Wind Farm as a result of the specified works.

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### Commencement Information

**1176** Sch. 9 para. 87 in force at 11.10.2023, see [art. 1](#)

### Indemnity

**88.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the carrying out of any specified works authorised by this Part or in consequence of the construction, use, maintenance or failure of any of the authorised development within 250 metres of the perimeter of the Rhyl Flats Lease Area by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out any specified works (including without limitation specified works carried out by the undertaker under this Part), there is any subsidence resulting from any of these specified works, or any damage is caused to any apparatus or property of the Company, or as consequence of the specified works, there is any interruption or reduction in any electricity generated by the Company, or the Company becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from the Company the cost reasonably and properly incurred by the Company in making good such damage or restoring the supply; and
- (b) indemnify the Company for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs reasonably and properly incurred by or recovered from the Company, by reason or in consequence of any such damage or interruption or the Company becoming liable to any third party as aforesaid other than arising from any default by the Company,  
provided that at all times the Company will be under an obligation to take reasonable steps to mitigate its loss.

(2) The fact that any act or thing may have been done by the Company on behalf of the undertaker or in accordance with a plan or method statement approved by the Company or in accordance with

any requirement of the Company as a consequence of the carrying out of any specified works or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this paragraph unless the Company fails to carry out and execute the works properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not materially accord with the approved plan or as otherwise agreed between the undertaker and the Company.

(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of the Company, its officers, employees, contractors or agents;
- (b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) The Company must give the undertaker reasonable notice of any claim or demand and no settlement, admission of liability or compromise or demand, unless payment is required in connection with a statutory compensation scheme, is to be made without first consulting the undertaker and considering its representation.

(5) The Company must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

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**Commencement Information**

**I177** Sch. 9 para. 88 in force at 11.10.2023, see [art. 1](#)

**Arbitration**

**89.** Any dispute arising between the undertaker and the Company under this Part must be determined by arbitration under article 44 (arbitration).

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**Commencement Information**

**I178** Sch. 9 para. 89 in force at 11.10.2023, see [art. 1](#)

## PART 8

### For the protection of Conwy County Borough Council

**90.** The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and Conwy County Borough Council.

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**Commencement Information**

**I179** Sch. 9 para. 90 in force at 11.10.2023, see [art. 1](#)

**91.** In this Part—

“OPNMP” means Offshore Piling Noise Monitoring Plan, being the plan prepared by the undertaker in accordance with the Outline OPNMP and approved by Conwy County Borough Council under this Part.

*Changes to legislation:* There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

“Conwy County Borough Council” means a local authority having its principal offices at Bodlondeb, Bangor Road, Conwy LL32 8DU, and any successor in function as local authority under Part 3 of the Environmental Protection Act 1990 for area of Conwy.

“Outline offshore piling noise monitoring plan” or “outline OPNMP” means the document certified as such by the Secretary of State under article 40 for the purposes of this Order.

**Commencement Information**

**I180** Sch. 9 para. 91 in force at 11.10.2023, see [art. 1](#)

**92.**—(1) Prior to the commencement of any offshore piling as part of the authorised development the undertaker must submit to, and have approved in writing by Conwy County Borough Council, an OPNMP.

(2) The OPNMP submitted and approved under sub-paragraph (1) must be in accordance with the outline OPNMP.

**Commencement Information**

**I181** Sch. 9 para. 92 in force at 11.10.2023, see [art. 1](#)

**93.**—(1) The undertaker may, at any time following approval of an OPNMP under paragraph 92, submit to Conwy County Borough Council for approval a revised OPNMP.

(2) Any revised OPNMP submitted and approved under sub-paragraph (1) must be in accordance with the outline OPNMP.

(3) Any revised OPNMP will not take effect unless and until approved in writing by Conwy County Borough Council.

(4) On the date upon which a revised OPNMP is approved under this paragraph, any other OPNMP previously approved will cease to have effect.

**Commencement Information**

**I182** Sch. 9 para. 93 in force at 11.10.2023, see [art. 1](#)

**94.** The authorised development must be carried out in accordance with the OPNMP approved under paragraph 92 or a revised OPNMP approved under paragraph 93.

**Commencement Information**

**I183** Sch. 9 para. 94 in force at 11.10.2023, see [art. 1](#)

**95.** The undertaker will give Conwy County Borough Council not less than 7 working days’ notice of the anticipated start date for offshore piling works forming part of the authorised development.

**Commencement Information**

**I184** Sch. 9 para. 95 in force at 11.10.2023, see [art. 1](#)

96. Nothing in any OPNMP may conflict with requirement 4 of Schedule 2 of this Order.

**Commencement Information**

**I185** Sch. 9 para. 96 in force at 11.10.2023, see [art. 1](#)

97. Any approval required under this Part must not be unreasonably withheld or delayed.

**Commencement Information**

**I186** Sch. 9 para. 97 in force at 11.10.2023, see [art. 1](#)

98. Any difference or dispute arising between the undertaker and Conwy County Borough Council under this Part must, unless otherwise agreed in writing between the undertaker and Conwy County Borough Council, be determined by arbitration in accordance with article 44 (arbitration).

**Commencement Information**

**I187** Sch. 9 para. 98 in force at 11.10.2023, see [art. 1](#)

## PART 9

### For the protection of Wales and West Utilities

99. For the protection of Wales and West Utilities as referred to in this part of this Schedule the provisions of this Part have effect unless otherwise agreed in writing between the undertaker and Wales and West Utilities Limited.

**Commencement Information**

**I188** Sch. 9 para. 99 in force at 11.10.2023, see [art. 1](#)

100. In this Part—

“alternative apparatus” means alternative apparatus adequate to enable Wales and West Utilities to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any mains, pipes or other apparatus belonging to or maintained by Wales and West Utilities for the purposes of gas supply; including any structure in which apparatus is or is to be lodged or which will give access to apparatus;

“authorised development” has the same meaning as in article 2 (interpretation) of this Order and (unless otherwise specified) for the purposes of this Schedule shall include associated development and the use and maintenance of the authorised development;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

“plan” includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed;



**Changes to legislation:** There are currently no known outstanding effects for the *The Awel y Môr Offshore Wind Farm Order 2023*. (See end of Document for details)

“security infrastructure” includes cameras, perimeter fencing, fencing and gates and any other security measures required in order to ensure an appropriate level of security in respect of the authorised development or any apparatus;

“specified work” means so much of any of the works comprised in the authorised development or activities undertaken in association with the authorised development which:

- (a) are in, on or under any land purchased, leased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which is not required under paragraph 104 of this Schedule; and/or
- (b) will or may be situated within 4 metres measured in any direction of any security infrastructure belonging to or maintained by Wales and West Utilities;

“Wales and West Utilities” means Wales and West Utilities Limited (Company No. 05046791) whose registered office is at Wales & West House, Spooner Close Coedkernew, Newport, South Wales, NP10 8FZ.

**Commencement Information**

**I189** Sch. 9 para. 100 in force at 11.10.2023, see [art. 1](#)

**On street apparatus and offshore works**

**101.** This Part does not apply to—

- (a) apparatus in respect of which the relations between the undertaker and Wales and West Utilities are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; and
- (b) the offshore works.

**Commencement Information**

**I190** Sch. 9 para. 101 in force at 11.10.2023, see [art. 1](#)

**Apparatus in streets subject to temporary restriction**

**102.** Regardless of the temporary restriction of use of streets under the powers conferred by article 12 (temporary restriction of use of streets), Wales and West Utilities is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the restriction was in that street.

**Commencement Information**

**I191** Sch. 9 para. 102 in force at 11.10.2023, see [art. 1](#)

**Acquisition of land**

**103.** Regardless of any provision of this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement of Wales and West Utilities.

**Commencement Information**

**I192** Sch. 9 para. 103 in force at 11.10.2023, see [art. 1](#)

**Removal of apparatus**

**104.**—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that Wales and West Utilities' apparatus is relocated or diverted, that apparatus must not be removed under this Part, and any right of a utility undertaker to maintain that apparatus in that land and to gain access to it must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Wales and West Utilities.

(2) If, for the purpose of executing any works in, on or under any land purchased, leased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give Wales and West Utilities at least 28 days' written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed; and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Wales and West Utilities reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (4), afford to Wales and West Utilities the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, Wales and West Utilities must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part must be constructed in such manner and in such line or situation as may be agreed between Wales and West Utilities and the undertaker or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(5) Wales and West Utilities must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 44 (arbitration), and after the grant to Wales and West Utilities of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.

**Commencement Information**

**I193** Sch. 9 para. 104 in force at 11.10.2023, see [art. 1](#)

**Facilities and rights for alternative apparatus**

**105.**—(1) Where, in accordance with the provisions of this Part, the undertaker affords to Wales and West Utilities facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Wales and West Utilities or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Wales and West Utilities than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Wales and West Utilities as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

**Commencement Information**

**I194** Sch. 9 para. 105 in force at 11.10.2023, see [art. 1](#)

**Retained apparatus**

**106.**—(1) Not less than 42 days before starting the execution of any specified works in, on or under any land purchased, held, leased, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 104(2), the undertaker must submit to Wales and West Utilities a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Wales and West Utilities for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Wales and West Utilities is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Wales and West Utilities under sub-paragraph (2) must be made within a period of 42 days beginning with the date on which a plan, section and description under sub-paragraph (1) is submitted to it.

(4) If Wales and West Utilities, in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, the provisions of this Part apply as if the removal of the apparatus had been required by the undertaker under paragraph 104(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Wales and West Utilities notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

**Commencement Information**

**I195** Sch. 9 para. 106 in force at 11.10.2023, see [art. 1](#)

**Expenses and costs**

**107.**—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Wales and West Utilities the reasonable expenses reasonably incurred by Wales and West Utilities in, or in connection with, the inspection, removal, alteration or protection of any apparatus or security infrastructure or the construction of any new apparatus or security infrastructure which may be

required in consequence of the execution of any such works as are referred to in paragraph 104(2) or any specified work.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule and provided that the change is not required by industry standard guidance or legislation—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 44 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Wales and West Utilities by virtue of sub-paragraph (1) will be reduced by the amount of that excess.

**Commencement Information**

**I196** Sch. 9 para. 107 in force at 11.10.2023, see [art. 1](#)

**108.**—(1) Subject to sub-paragraph (2) and (3) if by reason or in consequence of the construction of any such works referred to in paragraph 104(2) or any specified work any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Wales and West Utilities, or there is any interruption in any service provided, or in the supply of any goods, by Wales and West Utilities, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Wales and West Utilities in making good such damage or restoring the supply; and
- (b) make reasonable compensation to Wales and West Utilities for any other expenses, loss, damages, penalty or costs incurred by Wales and West Utilities,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Wales and West Utilities, its officers, servants, contractors or agents.

(3) Wales and West Utilities must give the undertaker reasonable notice of any claim or demand and no settlement, admission of liability or compromise or demand must be made, unless payment is required in connection with a statutory compensation scheme, without first consulting the undertaker and considering its representations.

**Commencement Information**

**I197** Sch. 9 para. 108 in force at 11.10.2023, see [art. 1](#)

## Enactments and agreements

**109.** Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and Wales and West Utilities in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

### Commencement Information

**I198** Sch. 9 para. 109 in force at 11.10.2023, see [art. 1](#)

## PART 10

For the protection of Welsh Ministers as Strategic Highway Authority

### Application

**110.** The provisions of this Part have effect for the protection of the Welsh Ministers (“the WM”) as the Highway Authority for the A55, in addition to all other applicable statutory protections, unless otherwise agreed in writing between the undertaker and the WM.

### Commencement Information

**I199** Sch. 9 para. 110 in force at 11.10.2023, see [art. 1](#)

### Interpretation

**111.** In this Part—

“strategic highway” means any part of the highway network including trunk roads or special roads which the WM are responsible for;

“NMWTRA” means the North and Mid Wales Trunk Road Agency, who act as the highway agents of the WM and exercise functions relating to the management and operation of the relevant part of the strategic highway on behalf of the WM pursuant to an agreement between the WM and Gwynedd Council under section 6 of the Highways Act 1980. In practice therefore, the procedural matters contained in this Part will be dealt with by NMWTRA on behalf of the WM; and

“works” means—

- (a) that part of Work No. 23 which requires the trenchless installation of the cable under the A55 highway; or
- (b) any other work forming part of the authorised development within or which affects or requires occupation of the strategic highway.

### Commencement Information

**I200** Sch. 9 para. 111 in force at 11.10.2023, see [art. 1](#)

## Approvals

**112.** The crossing of the A55 and its associated assets must only be carried out by trenchless techniques.

### Commencement Information

**I201** Sch. 9 para. 112 in force at 11.10.2023, see [art. 1](#)

**113.—**(1) Prior to the commencement of the works the undertaker must obtain the written approval of the WM to such works.

(2) When requesting approval under sub-paragraph (1), the undertaker must submit to the WM:

- (a) Copy of location plan to a scale not less than 1/10,000 showing the location and/or proposed route and siting of the works;
- (b) Details of the methodology of the works;
- (c) Details of the proposed timing of the works;
- (d) Details of any traffic management measures (including signage) proposed in connection with the works; and
- (e) Where approval is sought for works to or within the carriageway of a strategic highway, evidence of NHSS (National Highways Sector Scheme) certification and Street Works Qualifications.

### Commencement Information

**I202** Sch. 9 para. 113 in force at 11.10.2023, see [art. 1](#)

**114.** No crossing is to take place until a monitoring regime and the Geotechnical Design Report (GDR as defined by the DMRB CD622 Managing Geotechnical Risk) is agreed and certified by the WM.

### Commencement Information

**I203** Sch. 9 para. 114 in force at 11.10.2023, see [art. 1](#)

**115.** Approval under this Part may be sought in one or more applications.

### Commencement Information

**I204** Sch. 9 para. 115 in force at 11.10.2023, see [art. 1](#)

**116.** Any approval of the WM under this Part may be given subject to such reasonable requirements or conditions as the WM may determine.

### Commencement Information

**I205** Sch. 9 para. 116 in force at 11.10.2023, see [art. 1](#)

**117.** The undertaker must contact any owners or operators of apparatus in, on, over, under or near the strategic highway including other statutory undertakers to ascertain whether their existing or

proposed apparatus to within or under the strategic highway is likely to be affected by the works. The undertaker must comply with the requirements and conditions imposed by the owners or operators relating to the protection of existing apparatus in, on, over, under or near the strategic highway likely to be affected by the works.

**Commencement Information**

**I206** Sch. 9 para. 117 in force at 11.10.2023, see [art. 1](#)

**118.** The undertaker must pay a fee of £250 to the WM with any application for approval under this Part.

**Commencement Information**

**I207** Sch. 9 para. 118 in force at 11.10.2023, see [art. 1](#)

**Indemnity**

**119.** The undertaker indemnifies the WM against any and all claims in respect of injury, damage or loss arising out of—

- (a) the placing or presence in the strategic highway of apparatus as part of the works; or
- (b) the excavation by any person of any works within the strategic highway.

**Commencement Information**

**I208** Sch. 9 para. 119 in force at 11.10.2023, see [art. 1](#)

**120.** The undertaker (or any person carrying out works on its behalf) must have and maintain in force for the duration of any works to or within the strategic highway network, public liability/third party insurance to the sum of £10 million covering its liability under paragraph 119. The undertaker must provide evidence of such insurance to the WM if requested.

**Commencement Information**

**I209** Sch. 9 para. 120 in force at 11.10.2023, see [art. 1](#)

**Traffic management**

**121.** The undertaker must contact the NMWTRA, the WM RA Control Room, North Wales Traffic Management Centre, Ffordd Sam Parri, Morfa, Conwy, LL32 8HH – Telephone number 01492 564790 before erecting or removal of traffic management measures on the strategic highway on each occasion that erection or removal is required.

**Commencement Information**

**I210** Sch. 9 para. 121 in force at 11.10.2023, see [art. 1](#)

**122.** The undertaker must execute the works in strict accordance with the requirements contained in Chapter 8 of the Traffic Signs Manual (2009) as published by Her Majesty's Stationery Office HMSO and any amendments thereof.

**Commencement Information**

**I211** Sch. 9 para. 122 in force at 11.10.2023, see [art. 1](#)

**Inspections**

**123.** The WM or any person authorised by them for this purpose is entitled to inspect any works to, within or under the strategic highway while such works are being carried out and following completion of such works.

**Commencement Information**

**I212** Sch. 9 para. 123 in force at 11.10.2023, see [art. 1](#)

**124.** Exercise of the right to inspect under paragraph 123 must be carried out reasonably, in compliance with any requirements of any health and safety requirements in place within the site of any works, and in accordance with the instructions of the undertaker.

**Commencement Information**

**I213** Sch. 9 para. 124 in force at 11.10.2023, see [art. 1](#)

**125.** If required by the WM, the undertaker must provide link boxes (on land outside the limits of the highway) for the purpose of inspecting and maintaining the apparatus under the highway.

**Commencement Information**

**I214** Sch. 9 para. 125 in force at 11.10.2023, see [art. 1](#)

**126.—(1)** The undertaker must compensate the WM in respect of any loss, damage, charge, cost or expense suffered or incurred by the WM as a result of the execution, use or maintenance of the works.

(2) Nothing sub-paragraph (1) imposes any liability on the undertaker with respect of any damage to the extent that it is attributable to the act, neglect or default of WM, its officers, employees, contractors or agents.

**Commencement Information**

**I215** Sch. 9 para. 126 in force at 11.10.2023, see [art. 1](#)

**Reinstatement**

**127.** Any reinstatement of the strategic highway required in connection with or as a consequence of the works must be carried out in strict conformity with the Code of Practice “Specification for the Reinstatement of Openings in Highways”.



**Commencement Information**

**I216** Sch. 9 para. 127 in force at 11.10.2023, see [art. 1](#)

**128.**—(1) Where, in the reasonable opinion of the WM, any reinstatement carried out by the undertaker is defective, three defect inspections will be carried out comprising:

- (a) A joint inspection by the WM and the undertaker to determine the nature of the failure and what remedial works need to be carried out;
- (b) Inspection by or on behalf of the WM of remedial works in progress; and
- (c) Inspection by or on behalf of the WM when remedial works have been completed.

(2) The undertaker must pay an inspection fee of £47.50 for each inspection carried out under this paragraph.

**Commencement Information**

**I217** Sch. 9 para. 128 in force at 11.10.2023, see [art. 1](#)

**129.** Any and all costs associated with the reinstatement work will be met by the undertaker.

**Commencement Information**

**I218** Sch. 9 para. 129 in force at 11.10.2023, see [art. 1](#)

**Notice of completion of Works**

**130.** The undertaker must notify the WM of the completion of works approved by the WM under this Part within 10 working days of such completion.

**Commencement Information**

**I219** Sch. 9 para. 130 in force at 11.10.2023, see [art. 1](#)

**131.** The undertaker must supply the WM with as built records of any apparatus sited within or under the strategic highway within 10 working days of the completion of works, including, in particular, the location and depth of any electrical cables on a plan to a scale of 1/500 with a longitudinal and vertical accuracy of + or - 100mm.

**Commencement Information**

**I220** Sch. 9 para. 131 in force at 11.10.2023, see [art. 1](#)

**132.** The undertaker must submit a Geotechnical Feedback Report (GFR as defined in the DMRB CD622 Managing Geotechnical Risk) including all monitoring results and as built drawings to the WM no later than six months from the date of completion.

**Commencement Information**

**I221** Sch. 9 para. 132 in force at 11.10.2023, see [art. 1](#)

**133.** After the apparatus has been placed, the undertaker must not carry out any further works or maintenance to the apparatus or works or any other works involving excavation within the boundaries of the strategic highway without the prior written approval of the WM, and any such works must be carried out and completed to the satisfaction of WM.

.....  
**Commencement Information**

**I222** Sch. 9 para. 133 in force at 11.10.2023, see [art. 1](#)

**Arbitration**

**134.** Any difference or dispute arising between the undertaker and the WM under this Part must, unless otherwise agreed in writing between the undertaker and the WM, be determined by arbitration in accordance with article 44 (arbitration).

.....  
**Commencement Information**

**I223** Sch. 9 para. 134 in force at 11.10.2023, see [art. 1](#)

**Notices**

**135.** The plans submitted to the WM by the undertaker pursuant to this Part must be submitted to North & Mid Wales Trunk Road Agent, Unit 5 Llys Britannia, Parc Menai, Bangor, Gwynedd, LL57 4BN and [streetworks@nmwtra.org.uk](mailto:streetworks@nmwtra.org.uk) or such other address as the WM may from time to time appoint instead for that purpose and notify to the undertaker in writing.

.....  
**Commencement Information**

**I224** Sch. 9 para. 135 in force at 11.10.2023, see [art. 1](#)

**Cease of Use or Abandonment**

**136.** If the undertaker proposes to cease using or abandon the apparatus prior to the decommissioning of the onshore works or to part with his interest in the apparatus, the undertaker must give the WM at least 6 weeks' notice before doing so.

.....  
**Commencement Information**

**I225** Sch. 9 para. 136 in force at 11.10.2023, see [art. 1](#)

**137.** If the apparatus is abandoned or the consent is surrendered prior to the decommissioning of the onshore works, the WM may remove the apparatus or alter it in such a manner as they think fit and reinstate the street and may recover from the undertaker the expenses incurred in so doing, except that if the WM is satisfied that the undertaker can within such reasonable time as the WM specify, remove the apparatus or alter it in such manner as the WM require and reinstate the street, the WM may authorise the undertaker to do so at his own expense.

.....  
**Commencement Information**

**I226** Sch. 9 para. 137 in force at 11.10.2023, see [art. 1](#)

**138.** If the undertaker proposes to part with his interest in the apparatus, he must before doing so, give notice to the WM stating to whom the benefit of the consent is to be transferred. The consent must be registered against the street in which the apparatus is installed so that the consent and responsibility transfers to the new owner(s) of the apparatus.

**Commencement Information**

**I227** Sch. 9 para. 138 in force at 11.10.2023, see [art. 1](#)

**Maintenance**

**139.** The undertaker must maintain the apparatus in a good state of repair and condition. The undertaker must if required place and maintain within the limits of the said highway suitable permanent signs of a type and in positions to be approved by the WM for the purpose of indicating as nearly as possible the exact position under the highway in which the said apparatus is laid.

**Commencement Information**

**I228** Sch. 9 para. 139 in force at 11.10.2023, see [art. 1](#)

## PART 11

For the protection of North Hoyle Wind Farm Limited

**Application**

**140.** The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and North Hoyle Wind Farm Limited.

**Commencement Information**

**I229** Sch. 9 para. 140 in force at 11.10.2023, see [art. 1](#)

**Interpretation**

**141.** In this part—

“Company” means North Hoyle Wind Farm Limited (company number 02904841) whose registered address is at 5th Floor, 20 Fenchurch Street. London, England, EC3M 3BY;

“Company cables” means the export cables leading from North Hoyle wind farm to their onshore grid connection;

“crossing points” means the points at which the Company cables and the undertaker cables cross each other;

“force majeure event” means any cause beyond the reasonable control of the undertaker, and which the undertaker by the exercise of reasonable diligence is unable to prevent, avoid or remove, and in relation to which the undertaker has exercised and is exercising the standard of a reasonable and prudent operator provided that a lack of funds does not constitute a force majeure event;

“method statement” means such designs, details and procedures for performance of the specified work as are sufficient to enable the Company (acting reasonably) to satisfy itself as to the safety and security of the Company cables and the technical adequacy of the specified work, such designs, details and procedures must as a minimum include—

- (a) construction methods and programmes;
- (b) vessel handling and positioning systems;
- (c) stabilisation details;
- (d) details of the vertical and horizontal separation between the Company cables and the undertaker cables;
- (e) details of the proposed protection measures for the Company cables and provision of such protective works (whether temporary or permanent) as the Company may reasonably require for the safety and operation of the Company cables;
- (f) the proposed timetable for the work;
- (g) location, layout and profile of the crossing of the Company cables by the undertaker cables;
- (h) specification of the installation equipment;
- (i) inspection and safety methods; and
- (j) trenching/cable burial details;

“North Hoyle wind farm” means the offshore wind farm operated by the Company to the north east of Work No. 2, the location of which is shown on Sheet No. 2 of the works plans;

“specified work” means works for the construction of so much of Work No. 2 as is within 250 metres of the Company cables or any operation required to re-lay, maintain, renew or remove the undertaker cables within 250 metres of the Company cables if such work becomes necessary for any reason, including survey works (other than survey works that do not involve physical interaction with the seabed);

“standard of a reasonable and prudent operator” means seeking in good faith to perform its contractual obligations, and in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and complying with applicable law; and

“undertaker cables” means the subsea cable circuits to be installed by the undertaker as part of Work No. 2.

#### **Commencement Information**

**I230** Sch. 9 para. 141 in force at 11.10.2023, see [art. 1](#)

#### **Requirement for approval of method statement and surveys**

**142.** The undertaker must at least 3 months before commencing construction of any specified work supply to the Company a method statement for the reasonable approval of the Company and the specified work must not be commenced or undertaken except in accordance with such method statement as has been approved in writing by the Company, such approval not to be unreasonably withheld or delayed, settled by arbitration under article 44 (arbitration) or as may be agreed to be varied from time to time, such agreement not to be unreasonably withheld or delayed.

**Commencement Information**

**I231** Sch. 9 para. 142 in force at 11.10.2023, see [art. 1](#)

**143.** If by the expiry of 28 days, beginning on the date on which the method statement was supplied to the Company under paragraph 142, the Company has not communicated approval or disapproval, the Company is deemed to have approved the method statement as supplied.

**Commencement Information**

**I232** Sch. 9 para. 143 in force at 11.10.2023, see [art. 1](#)

**144.** The undertaker must, at its own cost, carry out all surveys reasonably necessary to confirm the actual position of the Company cables prior to the commencement of any specified work unless otherwise agreed with the Company in writing, such agreement not to be unreasonably withheld or delayed provided that—

- (a) The Company must provide on request, any reasonable assistance in locating the Company cables which must include provision of any as-laid/post-installation survey data relating to the Company cables in the possession and/or control of the Company; and
- (b) If, following the provision of such reasonable assistance, the position of the Company cables has not been identified by the undertaker, the Company and the undertaker must discuss and use all reasonable endeavours to agree upon a suitable method for carrying out the specified work.

**Commencement Information**

**I233** Sch. 9 para. 144 in force at 11.10.2023, see [art. 1](#)

**145.** In granting its approval (or deemed approval) of the method statement the Company is not under any duty to ensure the accuracy, correctness or completeness of the method statement. Approval (or deemed approval) of the method statement by the Company does not release the undertaker from any obligation or liability and is not as between the undertaker and the Company capable of amounting to negligence or contributory negligence on the part of the Company in the event of any claim or proceedings arising out of or in connection with the specified work unless the loss, damage or expense giving rise to such claim or proceeding is caused by the neglect or default of the Company, its officers, employees, contractors or agents.

**Commencement Information**

**I234** Sch. 9 para. 145 in force at 11.10.2023, see [art. 1](#)

**146.** The undertaker must use all reasonable endeavours to ensure the route of the undertaker cables is designed to cross the Company cables at a horizontal angle which is as close as possible to a right angle as is practicable having due regard to other route requirements.

**Commencement Information**

**I235** Sch. 9 para. 146 in force at 11.10.2023, see [art. 1](#)

### Requirement for notification of start of works

**147.**—(1) The undertaker must give the Company no less than 15 working days’ written notice of its intention to carry out any specified work providing—

- (a) the nature of the specified work; and
- (b) the anticipated dates of commencement and completion of the specified work.

(2) In the event of the specified work not being commenced within 15 working days of the anticipated date of commencement as notified by the undertaker pursuant to sub-paragraph (1) the undertaker must re-notify the information referred to in sub-paragraph (1).

#### Commencement Information

**I236** Sch. 9 para. 147 in force at 11.10.2023, see [art. 1](#)

### Carrying out of works

**148.** The undertaker must allow the Company all access to the Company cables as may be reasonably required by the Company for the purposes of maintenance when carrying out any specified work.

#### Commencement Information

**I237** Sch. 9 para. 148 in force at 11.10.2023, see [art. 1](#)

**149.** The undertaker must ensure that the specified work are carried out with all reasonable skill and care, in accordance with all relevant statutory obligations and in accordance [F7 with the method statement for the specified works approved in accordance with paragraph 142 or deemed approved under paragraph 143 or such alternative designs, details and procedures which the undertaker may propose and the Company may accept from time to time at its sole discretion.]

#### Textual Amendments

**F7** Words in [Sch. 9 para. 149](#) substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), [art. 1](#), [Sch.](#)

#### Commencement Information

**I238** Sch. 9 para. 149 in force at 11.10.2023, see [art. 1](#)

**150.** Any contractor and/or subcontractor used by the undertaker for the purpose of the specified work must be suitably qualified and experienced in carrying out the type of work for which it is engaged. The undertaker must take and procure that its contractors and/or subcontractors take all such measures as ought reasonably to be taken in accordance with the standard of a reasonable and prudent operator to avoid the risk of damage to the Company cables.

#### Commencement Information

**I239** Sch. 9 para. 150 in force at 11.10.2023, see [art. 1](#)

**151.** Either during the installation or as soon as practicable after the installation of the undertaker cables, the crossing points must be inspected by the undertaker or on its behalf, at the undertaker’s

expense, by means of a remotely operated vehicle or by divers or such other method reasonably agreed by the Company, [<sup>F8</sup>to ascertain that the undertaker cables and the Company cables have the agreed vertical separation distance at the crossing points in accordance with the method statement approved in accordance with paragraph 142 or deemed approved under paragraph 143. In the event that the undertaker cables and the Company cables have not been adequately vertically separated then the undertaker shall consult with the Company to determine the most appropriate course of action and the undertaker shall, at its own expense then rectify the situation to provide such vertical separation]. In the event that the undertaker cables and the Company cables have been adequately vertically separated then the undertaker must consult with the Company to determine the most appropriate course of action and the undertaker must, at its own expense then rectify the situation to provide such vertical separation.

#### Textual Amendments

**F8** Words in Sch. 9 para. 151 substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, Sch.

#### Commencement Information

**I240** Sch. 9 para. 151 in force at 11.10.2023, see [art. 1](#)

**152.** The undertaker must provide the Company with the actual as-laid route of the undertaker cables in the vicinity of the Company cables by—

- (a) provision of co-ordinates of the crossing points within 48 hours after completion of installation of the undertaker cables within a 250 metre radius from the crossing points; and
- (b) provision of charted information of the crossing points as soon as practicable after the completion of the installation of the undertaker cables.

#### Commencement Information

**I241** Sch. 9 para. 152 in force at 11.10.2023, see [art. 1](#)

**153.** The undertaker must ensure that the risk of dropped object, anchoring, grounding, vessel drift-off, impact from jack-up legs etc. is to be adequately assessed and precautions taken to minimise such risks as far as reasonably possible.

#### Commencement Information

**I242** Sch. 9 para. 153 in force at 11.10.2023, see [art. 1](#)

#### Future specified work

**154.** Following the installation of the undertaker cables, the undertaker must use all reasonable endeavours to consult the Company in good faith regarding any future specified work which may be required to the undertaker cables. The undertaker and Company must work together to accommodate any such future specified work if this is required and must use all reasonable endeavours to agree the timings and methods for any future specified work to be undertaken, such agreement not to be unreasonably withheld or delayed by the Company.

#### Commencement Information

**I243** Sch. 9 para. 154 in force at 11.10.2023, see [art. 1](#)

**155.** [<sup>F9</sup>Notwithstanding the provisions of paragraph 154], if any future specified work is required which is of an urgent or emergency nature, the Company and the undertaker must use all reasonable endeavours to undertake such work in an expeditious manner and must work together in good faith to enable such future specified work to be undertaken as required and the undertaker must give the Company as much written notice as is reasonably possible in light of the emergency or urgency before undertaking such future specified work (including all relevant details of the proposed future specified work).

#### Textual Amendments

**F9** Words in Sch. 9 para. 155 substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, [Sch.](#)

#### Commencement Information

**I244** Sch. 9 para. 155 in force at 11.10.2023, see [art. 1](#)

**156.** [<sup>F10</sup>Subject to paragraphs 154 and 155], where the undertaker requires to carry out any future specified work then the undertaker must—

- (a) provide the Company with not less than 1 calendar month notification of its intention to carry out any such future specified work;
- (b) provide the Company with all such reasonable information concerning the future specified work and the procedures for the conduct of the future specified work as the Company may reasonably require and [<sup>F11</sup>the provisions of paragraphs 142 to 153 shall apply to any such future specified work mutatis mutandis except that—
  - (i) the time period for providing a method statement under paragraph 142 must be 1 calendar month prior to the commencement of (ii)-the future specified work;
  - (ii) the time period for approving a method statement under paragraph 143 must be 15 working days;
  - (iii) the time period for advising the anticipated dates of commencement and completion of the future specified work under paragraph 147 must be 10 working days.]

#### Textual Amendments

**F10** Words in Sch. 9 para. 156 substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, [Sch.](#)

**F11** Words in Sch. 9 para. 156(b) substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, [Sch.](#)

#### Commencement Information

**I245** Sch. 9 para. 156 in force at 11.10.2023, see [art. 1](#)



## Works on Company cables

**157.**—(1) Subject to sub-paragraphs (2) and (3), the Company is entitled, at the Company’s expense, to carry out any operation required to re-lay, maintain, renew or remove the Company cables within 250 metres of the undertaker cables if such work becomes necessary for any reason.

(2) <sup>[F12]</sup>When the Company proposes to undertake work under sub-paragraph (1) they must follow the procedure set out in paragraphs 154 to 156 which applies with the following modifications to the relevant paragraphs and defined terms]—

- (a) the references to the “the undertaker” must be read as references to “the Company”;
- (b) the references to “the Company” must be read as references to “the undertaker”; and
- (c) <sup>[F13]</sup>the references to “future specified work” must be read as “work permitted under paragraph 157.]”.

(3) <sup>[F14]</sup>When the Company undertakes works under sub-paragraph (1) they are subject to paragraphs 158 to 167 which apply with the following modifications to the relevant paragraphs and defined terms]—

- (a) <sup>[F15]</sup>the references to the “undertaker” must be read as references to “the Company”;
- (b) the references to “the Company” must be read as references to “the undertaker”;
- (c) the references to “undertaker cables” must be read as references to “Company cables”;
- (d) the references to “Company cables” must be read as references to “undertaker cables”; and
- (e) <sup>[F16]</sup>the references to “specified work” must be read as “work permitted under paragraph 157]”.

### Textual Amendments

- F12** Words in Sch. 9 para. 157(2) substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, [Sch.](#)
- F13** Words in Sch. 9 para. 157(2)(c) substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, [Sch.](#)
- F14** Words in Sch. 9 para. 157(3) substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, [Sch.](#)
- F15** Words in Sch. 9 para. 157(3)(a) substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, [Sch.](#)
- F16** Words in Sch. 9 para. 157(3)(e) substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, [Sch.](#)

### Commencement Information

- I246** Sch. 9 para. 157 in force at 11.10.2023, see [art. 1](#)

## Restrictions on anchors and moorings

**158.** The undertaker must not deploy anchors or other ground mooring equipment within 250 metres of the Company cables unless in accordance with DNV Standards or otherwise except on obtaining, for those anchors or ground mooring equipment, written agreement of the Company <sup>[F17]</sup>(or the written agreement of representative of the Company supervising the work in terms of paragraph 164).]

### Textual Amendments

**F17** Words in [Sch. 9 para. 158](#) substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), [art. 1](#), [Sch.](#)

### Commencement Information

**I247** [Sch. 9 para. 158](#) in force at 11.10.2023, see [art. 1](#)

## Indemnity and liabilities

**159.**—(1) Subject to sub-paragraphs (2), (3) and (4), if by reason or in consequence of the carrying out of any specified work any damage is caused to any apparatus or property of the Company or there is any interruption or reduction in any electricity supply by the Company or the Company becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay on demand accompanied by an invoice or claim from the Company the cost reasonably and properly incurred by the Company in making good such damage or restoring the supply;
- (b) indemnify the Company for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs reasonably and properly incurred by or recovered from the Company by reason or in consequence of any such damage, interruption or reduction or the Company becoming liable to any third party as aforesaid other than arising from any default by the Company; and
- (c) indemnify the Company for any and all claims, proceedings, damages (whether in contract or tort), costs (including reasonable legal costs), demands, liabilities, or expenses incurred by the Company which arises out of or in connection with any pollution caused by or which arises out of any specified work carried out by or on behalf of the undertaker,

provided that at all times the Company will be under an obligation to take reasonable steps to mitigate its loss.

(2) The fact that any act or thing may have been done by the Company on behalf of the undertaker or in accordance with a plan or method statement approved by the Company or in accordance with any requirement of the Company or as a consequence of carrying out any of the specified work under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this paragraph where the undertaker fails to carry out and execute the specified work properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not materially accord with the approved method statement (or as otherwise agreed between the undertaker and the Company).

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of the Company, its officers, employees, contractors or agents;
- (b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

[<sup>F18</sup>(4)] The Company must give the undertaker reasonable notice of any claim or demand and no settlement, admission of liability or compromise or demand, unless payment is required in connection with a statutory compensation scheme, is to be made without first consulting the undertaker and considering its representation.

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**Textual Amendments**

**F18** Sch. 9 para. 160 renumbered as Sch. 9 para. 159(4) (17.7.2024) by virtue of [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, [Sch.](#)

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**Commencement Information**

**I248** Sch. 9 para. 159 in force at 11.10.2023, see [art. 1](#)

[<sup>F19</sup>160]. The undertaker is responsible for the recovery or removal and when appropriate the marking or lighting of any wreck or debris arising from or relating to or in connection with carrying out any part of the specified work when required by—

- (a) any applicable law or governmental authority;
- (b) any applicable consent or third party agreement that the Company is subject and/or a party to; or
- (c) where such wreck or debris is interfering with the Company's operations or is a hazard to fishing or navigation,

and must be liable for, and must indemnify and hold harmless the Company, from and against any and all claims, proceedings, damages (whether in contract or tort), costs (including reasonable legal costs), demands, liabilities, or expenses incurred by the Company which arises out of or in connection with any such wreck or debris, whether or not the negligence or breach of duty (whether statutory or otherwise) of the Company contributed to such wreck or debris.

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**Textual Amendments**

**F19** Sch. 9 para. 161 renumbered as Sch. 9 para. 160 (17.7.2024) by The Awel y [Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, [Sch.](#)

[<sup>F20</sup>161].— (1) In the event of the undertaker being liable for damage to the Company cables, the Company may at its discretion either—

- (a) require the undertaker to repair the damage; or
- (b) carry out the repair work itself.

(2) Should the Company elect to carry out the repair work itself, the Company must use all reasonable endeavours to minimise costs and must take all reasonable action to repair the Company cables as soon as practicable. The repairs must be effected with due regard to the technical requirements of the Company cables and nothing in this paragraph must oblige the Company to accept a standard of repair that would adversely affect the technical performance of the affected cable.

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**Textual Amendments**

**F20** Sch. 9 para. 162 renumbered as Sch. 9 para. 161 (17.7.2024) by The Awel y [Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, [Sch.](#)

[<sup>F21</sup>162]. In the event of the undertaker being liable for damage to the Company cables, the Company must use all reasonable endeavours to notify the undertaker of the existence of the damage to the Company cables as soon as practicable after the existence of such damage is known.

**Textual Amendments**

**F21** Sch. 9 para. 163 renumbered as Sch. 9 para. 162 (17.7.2024) by The Awel y Môr Offshore Wind Farm (Correction) Order 2024 (S.I. 2024/799), art. 1, Sch.

[<sup>F22</sup>163]. The undertaker must use reasonable endeavours to procure that any policies of insurance of the undertaker must contain waiver of subrogation rights which reflect the provisions of this Part.

**Textual Amendments**

**F22** Sch. 9 para. 164 renumbered as Sch. 9 para. 163 (17.7.2024) by The Awel y Môr Offshore Wind Farm (Correction) Order 2024 (S.I. 2024/799), art. 1, Sch.

**Representatives**

[<sup>F23</sup>164]. The Company is entitled to have not more than 2 representatives present while any specified work is being carried out by the undertaker whose role must be as follows—

- (a) any cost and logistics associated with onboarding and the services of the Company representatives shall be covered by the undertaker;
- (b) any representatives must be suitably qualified and experienced and must comply with the Maritime Labour Convention 2006 Regulations;
- (c) the Representatives may be located on any vessel carrying out the specified work and must have full and free access at all times to all activities related to the specified work;
- (d) the undertaker must afford the representatives its full cooperation in the execution of the representative's duties under this paragraph; and
- (e) the representatives only function is to safeguard the interests of the Company and he/she/they have no duty to ensure or procure the doing of anything for the benefit of undertaker or to prevent anything which may be to the detriment of the undertaker respectively, provided however that the representatives must act in good faith at all times.

**Textual Amendments**

**F23** Sch. 9 para. 165 renumbered as Sch. 9 para. 164 (17.7.2024) by The Awel y Môr Offshore Wind Farm (Correction) Order 2024 (S.I. 2024/799), art. 1, Sch.

**Insurance**

[<sup>F24</sup>165]. [<sup>F25</sup>The undertaker must arrange insurance as follows—

- (a) the undertaker must at all times when carrying out specified work, insure at its own cost for its liability under paragraphs 159 and 160 for the sum of twenty million euros] (€20,000,000) for any one incident (or series of connected incidents) and forty million euros (€40,000,000) in total for any incident or series of incidents, related or unrelated, in any 12 month period;
- (b) all such policies of insurance must be placed with are placed with an insurance office approved to do business in Germany or the United Kingdom; and

- (c) the undertaker must provide the Company with evidence of that such insurance is in place (via a brokers' confirmation or similar) as may be reasonably requested by the Company from time to time.

#### Textual Amendments

- F24** Sch. 9 para. 166 renumbered as Sch. 9 para. 165 (17.7.2024) by The Awel y Môr Offshore Wind Farm (Correction) Order 2024 (S.I. 2024/799), art. 1, **Sch.**
- F25** Words in Sch. 9 para. 165(a) substituted (17.7.2024) by The Awel y Môr Offshore Wind Farm (Correction) Order 2024 (S.I. 2024/799), art. 1, **Sch.**

### Force majeure

[<sup>F26</sup>166]. [<sup>F27</sup>The undertaker must not be responsible for any failure to fulfil any paragraph of this Part if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure event which has been notified in accordance with the following provisions—

- (a) in the event of a force majeure event, the undertaker must notify the Company as soon as practicable and in any event not later than 10 working days after the undertaker became aware of the event or circumstance giving the full particulars thereof and must use all reasonable endeavours to remedy the situation without delay;
- (b) following notification of a force majeure event in accordance with sub-paragraph (a)], the undertaker and the Company must meet without delay (and thereafter at regular intervals) to discuss the effect of the force majeure event with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence;
- (c) the undertaker must at all times use all reasonable endeavours to avoid, overcome and minimise any delay in the performance of this Part as a result of any force majeure event; and
- (d) if the undertaker is affected by force majeure event whilst any of its vessels or equipment are engaged in the performance of a specified work it must ensure that all reasonable steps are taken to ensure the protection of the Company cables from damage and must immediately notify the Company of any such steps taken.
- (e) The undertaker must give notice to the Company when it ceases to be affected by the force majeure event and must as soon as reasonably possible after the cessation of the force majeure event resume performance of its obligations under this Part.

#### Textual Amendments

- F26** Sch. 9 para. 167 renumbered as Sch. 9 para. 166 (17.7.2024) by The Awel y Môr Offshore Wind Farm (Correction) Order 2024 (S.I. 2024/799), art. 1, **Sch.**
- F27** Words in Sch. 9 para. 166(b) substituted (17.7.2024) by The Awel y Môr Offshore Wind Farm (Correction) Order 2024 (S.I. 2024/799), art. 1, **Sch.**

### Costs and expenses

[<sup>F28</sup>167]. The undertaker must pay the Company on demand all reasonable charges, costs and expenses incurred by the Company in direct consequence of any specified work carried out by the undertaker under this Part including without limitation—

- (a) the approval of method statements;

**Changes to legislation:** There are currently no known outstanding effects for the *The Awel y Môr Offshore Wind Farm Order 2023*. (See end of Document for details)

- (b) the carrying out of protective works (including any temporary protective works and their removal;
- <sup>F29</sup>(c) the supervision or monitoring of any specified work by the undertaker including the cost of appointing representatives in terms of paragraph 164]; and
- (d) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any specified work.

**Textual Amendments**

- F28** Sch. 9 para. 168 renumbered as Sch. 9 para. 167 (17.7.2024) by The Awel y Môr Offshore Wind Farm (Correction) Order 2024 (S.I. 2024/799), art. 1, Sch.
- F29** Words in Sch. 9 para. 167(c) substituted (17.7.2024) by The Awel y Môr Offshore Wind Farm (Correction) Order 2024 (S.I. 2024/799), art. 1, Sch.

**Arbitration**

<sup>F30</sup>**168].** Any dispute arising between the undertaker and the Company under this Part must be determined by arbitration under article 44 (arbitration).

**Textual Amendments**

- F30** Sch. 9 para. 169 renumbered as Sch. 9 para. 168 (17.7.2024) by The Awel y Môr Offshore Wind Farm (Correction) Order 2024 (S.I. 2024/799), art. 1, Sch.

**Arbitration**

<sup>F31</sup>**169.** .....

**Textual Amendments**

- F31** Sch. 9 para. 169 renumbered as Sch. 9 para. 168 (17.7.2024) by The Awel y Môr Offshore Wind Farm (Correction) Order 2024 (S.I. 2024/799), art. 1, Sch.

SCHEDULE 10

Article 33

Removal of hedgerows

PART 1

Removal of hedgerows

**Commencement Information**

- I249** Sch. 10 Pt. 1 in force at 11.10.2023, see **art. 1**

**Changes to legislation:** There are currently no known outstanding effects for the *The Awel y Môr Offshore Wind Farm Order 2023*. (See end of Document for details)

In the County of Denbighshire:

<i>(1) Grid coordinates</i>		<i>(2) Identifier as shown on the hedgerow and protected tree plan</i>	<i>(3) Grid coordinates</i>		<i>(4) Identifier as shown on the hedgerow and protected tree plan</i>
Easting	Northing		Easting	Northing	
303694.0846	381911.9131	1a	303697.8586	381905.0715	1b
303747.2684	381877.2178	2a	303771.0719	381834.9262	2b
303731.6670	381509.4788	7a	303750.5039	381516.2848	7b
303522.8675	381300.6002	8a	303522.5569	381297.6998	8b
303523.3617	381298.6499	9a	303534.0117	381294.3764	9b
303490.1055	381310.6278	10a	303710.5880	381216.4533	10b
303807.8720	381203.4258	11c	303882.3816	381228.3244	11d
303895.3744	381226.2307	12a	303914.1387	381239.6365	12b
303426.7464	381308.5989	13a	303522.0693	381280.0256	13b
303531.6935	381283.1523	14a	303585.1852	381261.1725	14b
303588.5101	381260.2889	15a	303622.4724	381234.2211	15b
303522.7895	381274.1257	17a	303490.8352	381005.0604	17b
303531.0665	381272.8927	18a	303530.4510	381262.7995	18b
303519.7901	381144.0378	18c	303601.0972	381005.4255	18d
303566.2179	380965.3189	19a	303572.7694	380950.3519	19b
303574.4044	380948.2526	20a	303579.0346	380939.0641	20b
303688.1983	380564.9667	26a	303687.3823	380561.3249	26b
303869.7446	380292.9473	27a	303869.7690	380291.0761	27b
303253.0806	380056.8164	31a	303128.8170	379887.5737	31b
303153.2825	379910.0630	32a	303154.0471	379909.0274	32b
302993.3678	379759.8728	35a	302990.4299	379757.0127	35b
302820.6141	379933.5783	36a	302833.1582	379917.8984	36b
302846.4346	379899.6087	36c	302885.2082	379849.5469	36d
302648.4295	379819.0703	37a	302657.5400	379808.7100	37b
302660.2373	379805.4784	38a	302661.9802	379803.0489	38b
302675.6556	379762.0005	39a	302660.6878	379748.5218	39b
302625.2987	379205.6274	44a	302576.8766	379171.5079	44b

**Changes to legislation:** There are currently no known outstanding effects for the The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>(1) Grid coordinates</i>		<i>(2) Identifier as shown on the hedgerow and protected tree plan</i>	<i>(3) Grid coordinates</i>		<i>(4) Identifier as shown on the hedgerow and protected tree plan</i>
302458.0905	379296.3590	45a	302449.1863	379210.3617	45b
302299.0484	379049.9845	46a	302294.7828	379048.6532	46b
302291.7395	379047.6196	47a	302226.5132	379025.8103	47b
302223.9130	379024.7028	48a	302215.3100	379021.4800	48b
302209.5755	379018.1102	49a	302184.1972	379008.1654	49b
302179.5677	379006.0837	50a	302156.1181	378995.4916	50b
302126.3739	378983.1435	51a	302114.1056	378977.2881	51b
302119.3719	378967.4303	52a	302142.9106	378930.2708	52b
301893.0644	379192.4210	53a	301892.6839	379192.3103	53b
301877.1511	378770.4162	54a	301865.4827	378799.7144	54b
301600.4199	378757.4880	55a	301625.2856	378688.9217	55b
301059.8581	378019.0146	56a	301100.9220	377978.0528	56b
301113.6865	377975.7772	57a	301108.3404	377968.4173	57b
300926.1923	377821.3486	58a	300935.9832	377823.0802	58b
301040.8880	377844.2614	58c	301139.9519	377864.2193	58d
301178.2275	377772.9145	59a	301178.6556	377771.7190	59b
300942.8072	377718.6145	60a	301185.3991	377735.0844	60b
301135.6033	377716.5162	61a	301189.6392	377720.6219	61b
301398.1778	376945.6660	65a	301435.9200	376957.9363	65b
301439.6227	376959.1581	66a	301440.9751	376959.6109	66b
301340.5943	376933.0417	67a	301348.8754	376921.6067	67b
301483.6992	376927.2571	68a	301535.3155	376841.8586	68b
301543.2426	376952.1042	69a	301548.6748	376949.4996	69b
301411.4758	376798.4324	70a	301503.3601	376775.9686	70b
301251.2137	376687.3857	71a	301283.5989	376688.6272	71b
301351.6593	376721.5214	72a	301424.3480	376748.7635	72b
301417.1268	376726.5421	73a	301540.1800	376763.2900	73b
301597.8254	376784.5428	74a	301636.3689	376793.9926	74b
301329.9663	376605.4732	75a	301331.5838	376604.1338	75b



**Changes to legislation:** There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>(1) Grid coordinates</i>		<i>(2) Identifier as shown on the hedgerow and protected tree plan</i>	<i>(3) Grid coordinates</i>		<i>(4) Identifier as shown on the hedgerow and protected tree plan</i>
301380.0707	376571.3384	76a	301382.1983	376521.8701	76b
301385.6072	376577.4382	77a	301461.6221	376517.6106	77b
301386.2694	376507.8689	78a	301386.9338	376507.5883	78b
301399.6270	376499.4751	78c	301481.3858	376507.4326	78d
301321.1867	376207.2021	79a	301396.8043	376181.5731	79b
301360.7880	376071.1064	80a	301371.3661	376077.7757	80b
301376.4548	376079.6882	81a	301392.6899	376097.2130	81b
301552.7887	375768.6846	83a	301552.6985	375768.2212	83b
301505.8091	375661.6403	84a	301501.7356	375658.0956	84b
301550.8368	375454.9917	85a	301469.4976	375232.5125	85b
301295.5593	375356.8871	86a	301284.0562	375332.7066	86b
301291.9100	375331.2750	87a	301290.3919	375329.6637	87b
301522.1303	375141.2921	90a	301535.5542	375134.5978	90b
301538.8138	375132.6620	90c	301581.8807	375109.5212	90d
301441.4785	375160.9135	91a	301439.8971	375156.1940	91b
301336.5148	375073.2827	92a	301395.8226	375052.4328	92b
301429.8438	375040.3316	93a	301449.1740	375033.3333	93b
301335.7864	375063.5880	94a	301404.0815	375037.0075	94b
301331.2717	375003.5100	95a	301380.2115	374975.2830	95b
301330.5357	374993.7159	96a	301335.3257	374907.8518	96b
301324.3604	374881.7947	96c	301309.3147	374846.0413	96d
301362.2150	374954.4850	97a	301336.1819	374890.4259	97b
301333.1390	374882.8614	97c	301319.4721	374848.8857	97d
301310.4525	374774.2800	98a	301345.6859	374760.2155	98b
300885.5889	374785.5968	102a	300882.4936	374779.8038	102b
301068.0694	374773.3361	103a	301062.1915	374762.1000	103b
301061.0294	374759.8826	104a	301159.0155	374581.8607	104b
300617.5293	373912.2865	116a	300963.1597	373902.2300	116b
300704.5240	373901.8825	118a	300932.5488	373902.9225	118b

**Changes to legislation:** There are currently no known outstanding effects for the The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>(1) Grid coordinates</i>		<i>(2) Identifier as shown on the hedgerow and protected tree plan</i>	<i>(3) Grid coordinates</i>		<i>(4) Identifier as shown on the hedgerow and protected tree plan</i>
300878.1356	373911.5740	119a	300877.5953	373904.0986	119b
300939.9891	373898.0797	120a	300936.5500	373892.4050	120b
300975.0237	373891.9681	121a	301016.1933	373893.4556	121b
300976.9452	373891.6503	122a	300976.4263	373890.6580	122b
300894.6329	373528.5806	125a	300941.1543	373595.0381	125b
300944.6884	373598.7511	126a	300956.6017	373613.1682	126b
300962.2269	373620.1269	127a	300968.5937	373627.3246	127b
300955.9716	373637.9709	128a	300966.0851	373631.6772	128b
300991.1423	373476.2105	129a	301039.8634	373597.6916	129b
301046.4372	373596.3921	129c	301066.9583	373578.6478	129d
301082.6046	373563.8666	129e	301118.4151	373574.5454	129f
301158.2941	373641.0066	129g	301182.9117	373649.3082	129h
301213.8582	373651.0086	130a	301213.6000	373649.0000	130b
301680.6502	373632.7532	139a	301679.3321	373628.3198	139b
301678.0035	373624.3178	140a	301669.6626	373608.3788	140b
301680.4300	373523.6900	141a	301611.9363	373499.1482	141b
301608.0072	373492.9993	142a	301551.4680	373421.5144	142b
301574.9383	373423.9092	143a	301593.2298	373392.7753	143b
301992.6462	373912.9277	144a	302091.2795	373907.0990	144b

## PART 2

### Removal of important hedgerows

#### Commencement Information

**I250** Sch. 10 Pt. 2 in force at 11.10.2023, see [art. 1](#)

In the county of Denbighshire

**Changes to legislation:** There are currently no known outstanding effects for the *The Awel y Môr Offshore Wind Farm Order 2023*. (See end of Document for details)

<i>(1) Grid coordinates</i>		<i>(2) Identifier as shown on the hedgerow and protected tree plan</i>	<i>(3) Grid coordinates</i>		<i>(4) Identifier as shown on the hedgerow and protected tree plans</i>
Easting	Northing		Easting	Northing	
303602.6946	381758.4708	3a	303642.8454	381771.5142	3b
303747.1908	381733.2103	3c	303748.8867	381733.0910	3d
303599.6223	381695.4207	4a	303638.7066	381682.0271	4b
303636.5439	381653.9860	5a	303591.5423	381590.6678	5b
303550.5113	381537.4927	5c	303549.7134	381535.7033	5d
303582.5823	381481.0616	6a	303619.4508	381464.6001	6b
303722.4879	381503.1983	6c	303728.3984	381504.0994	6d
303716.8499	381215.3614	11a	303766.7680	381201.6167	11b
303587.2923	381261.4715	16a	303607.5208	381089.1316	16b
303454.2809	380858.6342	21a	303523.7908	380756.6575	21b
303406.4796	380732.4038	22a	303422.2253	380709.9264	22b
303514.6770	380717.4663	23a	303445.4284	380665.1886	23b
303423.3507	380707.4332	24a	303487.5907	380600.9906	24b
303423.0674	380615.7298	25a	303376.7054	380594.6071	25b
303313.8530	380273.2393	28a	303345.4800	380247.3600	28b
303351.1200	380243.9700	29a	303400.3981	380229.2530	29b
303182.7664	380181.7520	30a	303263.3023	380105.0588	30b
303014.5560	380054.8393	33a	303058.4786	379961.2907	33b
302824.3780	379936.0732	34a	302836.7643	379920.2888	34b
302848.9828	379903.4256	34c	302887.8670	379853.5545	34d
302789.8651	379524.1598	40a	302753.7921	379493.4291	40b
302742.3745	379469.4856	41a	302776.8746	379401.1245	41b
302709.7910	379260.3336	42a	302724.7899	379255.4606	42b
302761.8159	379245.2290	43a	302834.4002	379242.9368	43b
301198.4372	377549.3395	62a	301232.6212	377573.0609	62b
301297.7253	377264.2509	63a	301326.1962	377302.9632	63b
301349.0174	377107.7158	64a	301370.8906	377099.0665	64b
301586.3725	375794.1638	82a	301635.9165	375804.6369	82b

**Changes to legislation:** There are currently no known outstanding effects for the The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>(1) Grid coordinates</i>		<i>(2) Identifier as shown on the hedgerow and protected tree plan</i>	<i>(3) Grid coordinates</i>		<i>(4) Identifier as shown on the hedgerow and protected tree plans</i>
301651.5932	375242.3246	88a	301678.0414	375249.1403	88b
301589.5401	375105.1571	89a	301576.8578	375067.7877	89b
301310.4525	374774.2800	98a	301345.6859	374760.2155	98b
301310.4910	374772.9200	99a	301342.1147	374752.6604	99b
301359.3800	374747.9700	100a	301391.7012	374736.4793	100b
301329.3939	374747.0765	101a	301309.6110	374638.0282	101b
301161.6436	374590.3224	105a	301158.2411	374585.2414	105b
301166.7782	374571.3288	106a	301283.0116	374473.2354	106b
301162.5366	374566.1094	107a	301246.0330	374488.4123	107b
301150.8697	374563.7360	108a	301116.9195	374467.2253	108b
301037.6991	374514.0069	109a	301117.1940	374472.9876	109b
300969.3214	374532.8325	110a	301115.2139	374462.8914	110b
300924.5375	374427.5555	111a	300791.6201	374133.1351	111b
300689.2556	374015.4074	112a	300993.1389	374050.8012	112b
301078.1072	374365.3944	113a	300968.8765	373907.8090	113b
301221.3716	374398.3799	114a	301056.5277	374274.2700	114b
301005.5984	374014.0326	115a	301063.7304	373920.3772	115b
300967.9757	373904.1307	117a	301142.4425	373918.4309	117b
300743.3942	373751.4498	123a	300778.6163	373793.0664	123b
300828.3441	373619.4934	124a	300875.7020	373657.6045	124b
301110.0994	373518.5962	131a	301069.4548	373465.5816	131b
301269.3706	373633.6656	132a	301252.2281	373553.6398	132b
301250.3550	373550.3273	133a	301240.5413	373535.5265	133b
301239.0375	373533.6646	134a	301205.0121	373495.2077	134b
301386.9960	373645.5296	135a	301374.0034	373402.4933	135b
301308.3203	373454.5191	136a	301248.9954	373393.8751	136b
301240.2741	373386.0923	137a	301212.3840	373356.8455	137b
301517.2126	373640.7633	138a	301426.2316	373420.1446	138b

## SCHEDULE 11

Article 6

## Approval of matters specified in requirements

**Interpretation**

1. In this Schedule “application” means an application for any consent, agreement or approval required by a requirement whether or not the application seeks to discharge a requirement in whole or in part.

**Commencement Information**

I251 Sch. 11 para. 1 in force at 11.10.2023, see [art. 1](#)

**Applications made under requirements**

2. Where an application has been made to the relevant planning authority for any consent, agreement or approval required pursuant to a requirement included in this Order, the relevant planning authority must give notice to the undertaker of their decision, including the reasons, on the application, within a period of 13 weeks beginning with—

- (a) the day immediately following that on which the application is received by the relevant planning authority; or
- (b) such longer period as may be agreed by the undertaker and the relevant planning authority.

**Commencement Information**

I252 Sch. 11 para. 2 in force at 11.10.2023, see [art. 1](#)

**Further information**

3.—(1) Where an application has been made under paragraph 2 the relevant planning authority has the right to request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) If the relevant planning authority considers further information is needed, and the requirement does not specify that consultation with a requirement consultee is required, it must, within 21 days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the requirement indicates that consultation must take place with a consultee the relevant planning authority must issue the consultation to the requirement consultee within five working days of receipt of the application. Where the consultee requires further information they must notify the relevant planning authority in writing specifying the further information required within 21 days of receipt of the consultation. The relevant planning authority must notify the undertaker in writing specifying any further information requested by the consultee within five working days of receipt of such a request.

(4) In the event that the relevant planning authority does not give such notification as specified in sub-paragraphs (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

#### Commencement Information

**I253** Sch. 11 para. 3 in force at 11.10.2023, see [art. 1](#)

#### Provision of information by Consultees

4.—(1) Any consultee who receives a consultation under paragraph 3(3) must respond to that request within 28 days from receipt unless sub-paragraph (2) of this paragraph applies.

(2) Where any consultee requests further information in accordance with the timescales set out in paragraph 3(3) then they must respond to the consultation within ten working days from the receipt of the further information requested.

#### Commencement Information

**I254** Sch. 11 para. 4 in force at 11.10.2023, see [art. 1](#)

#### Fees

5.—(1) Where an application is made to the relevant planning authority for agreement or approval in respect of a requirement the fee for the discharge of conditions as specified in the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (Wales) Regulations 2015(47) (or any regulations replacing the same) is to be paid by the undertaker to the relevant planning authority in accordance with these regulations.

(2) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of the application being rejected as invalidly made.

#### Commencement Information

**I255** Sch. 11 para. 5 in force at 11.10.2023, see [art. 1](#)

#### Appeal

6.—(1) The undertaker may appeal in the event that—

- (a) the relevant planning authority refuses an application for any consent, agreement or approval required by a requirement included in this Order or grants it subject to conditions; or
- (b) within the time period specified in paragraph (2).

(2) The appeal process is to be as follows—

- (a) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant planning authority and any consultee required to be consulted pursuant to the requirement which is the subject of the appeal (together with the undertaker, these are the “appeal parties”);
- (b) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person (the “appointed person”) to determine the appeal and must notify the appeal parties of the identity of the appointed person and the address to which all

correspondence for their attention should be sent, the date of such notification being the “start date” for the purposes of this sub-paragraph (2);

- (c) the relevant planning authority and any consultee required to be consulted pursuant to the requirement which is the subject of the appeal must submit written representations to the appointed person in respect of the appeal within ten working days of the start date and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;
- (d) the appeal parties must make any counter-submissions to the appointed person within ten working days of receipt of written representations pursuant to sub-paragraph (2)(c); and
- (e) the appointed person must make their decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within 30 working days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (2)(d).

(3) The appointment of the person pursuant to sub-paragraph (2)(b) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) In the event that the appointed person considers that further information is necessary to consider the appeal, the appointed person must notify the appeal parties in writing specifying the further information required and the date by which the information is to be submitted and the appointed person must make any notification and set the date for the receipt of such further information having regard to the timescales in sub-paragraph (2).

(5) Any further information required under sub-paragraph (4) must be provided by the appeal party from whom the further information was requested to the appointed person and other appeal parties, the relevant planning authority and any consultee required to be consulted pursuant to the requirement the subject of the appeal on the date specified by the appointed person (the “specified date”), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within ten working days of the specified date but otherwise is to be in accordance with the process and time limits set out in sub-paragraphs (2)(c) to (2)(e).

(6) On an appeal under this sub-paragraph, the appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary any part of the decision of the relevant planning authority (whether the appeal relates to that part of it or not).

(7) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits.

(8) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case and may deal with the application as if it had been made to the appointed person in the first instance.

(9) The decision of the appointed person on an appeal is to be final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(10) If an approval is given by the appointed person pursuant to this paragraph, it is to be deemed to be an approval for the purpose of Schedule 11 as if it had been given by the relevant planning authority. The relevant planning authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person’s determination.

(11) Save where a direction is given pursuant to sub-paragraph (12) requiring the costs of the appointed person to be paid by the relevant planning authority, the reasonable costs of the appointed person must be met by the undertaker.

(12) On application by the relevant planning authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to the Welsh Government's 'Development Management Manual Section 12 Annex: Award of costs' or any circular or guidance which may from time to time replace it.

**Commencement Information**

**I256** Sch. 11 para. 6 in force at 11.10.2023, see [art. 1](#)

SCHEDULE 12

Article 44

Arbitration rules

**Primary objective**

1.—(1) The primary objective of these arbitration rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within four months from the date the arbitrator is appointed pursuant to article 44 (arbitration) of the Order.

(2) The parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the parties. Any dispute which is not resolved amicably by the senior management of the parties within twenty business days of the dispute arising, or such longer period as agreed in writing by the parties, will be subject to arbitration in accordance with the terms of this Schedule.

(3) The arbitration will be deemed to have commenced when a party (the “claimant”) serves a written notice of arbitration on the other party (the “respondent”).

**Commencement Information**

**I257** Sch. 12 para. 1 in force at 11.10.2023, see [art. 1](#)

**Time periods**

2.—(1) All time periods in these arbitration rules will be measured in business days and this will exclude weekends and bank holidays.

(2) Time periods will be calculated from the day after the arbitrator is appointed which will be either—

- (a) the date the arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or
- (b) the date the arbitrator is appointed by the Secretary of State.



**Commencement Information**

**I258** Sch. 12 para. 2 in force at 11.10.2023, see [art. 1](#)

**Timetable**

**3.—**(1) The timetable for the arbitration will be that set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 15 days of the arbitrator being appointed, the claimant must provide both the respondent and the arbitrator with—

- (a) a written statement of claim which describes the nature of the difference between the parties, the legal and factual issues, the claimant’s contentions as to those issues, and the remedy it is seeking; and
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 15 days of receipt of the claimant’s statements under sub-paragraph (2) by the arbitrator and respondent, the respondent must provide the claimant and the arbitrator with—

- (a) a written statement of defence responding to the claimant’s statement of claim, its statement in respect of the nature of the difference, the legal and factual issues in the claimant’s claim, its acceptance of any element(s) of the claimant’s claim, its contentions as to those element(s) of the claimant’s claim it does not accept;
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and
- (c) any objections it wishes to make to the claimant’s statements, comments on the claimant’s expert report(s) (if submitted by the claimant) and explanations for the objections.

(4) Within five days of the respondent serving its statements sub-paragraph (3), the claimant may make a statement of reply by providing both the respondent and the arbitrator with—

- (a) a written statement responding to the respondent’s submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;
- (b) all statements of evidence and copies of documents in response to the respondent’s submissions;
- (c) any expert report in response to the respondent’s submissions;
- (d) any objections to the statements of evidence, expert reports or other documents submitted by the respondent; and
- (e) its written submissions in response to the legal and factual issues involved.

**Commencement Information**

**I259** Sch. 12 para. 3 in force at 11.10.2023, see [art. 1](#)

## Procedure

4.—(1) The arbitrator will make an award on the substantive difference based solely on the written material submitted by the parties unless the arbitrator decides that a hearing is necessary to explain or resolve any matters.

(2) Either party may, within two days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(3) Within five days of receiving the last submission, the arbitrator will notify the parties whether a hearing is to be held and the length of that hearing.

(4) Within ten days of the arbitrator advising the parties that he will hold a hearing, the date and venue for the hearing will be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the arbitrator's direction confirming the date and venue of the hearing.

(5) A decision will be made by the arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the arbitrator, then any expert(s) attending the hearing may be asked questions by the arbitrator.

(6) There will be no process of examination and cross-examination of experts, but the arbitrator will invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the arbitrator's questions. Prior to the hearing the procedure for the expert(s) will be that—

- (a) at least 20 days before a hearing, the arbitrator will provide a list of issues to be addressed by the expert(s);
- (b) if more than one expert is called, they will jointly confer and produce a joint report or reports within ten days of the issues being provided; and
- (c) the form and content of a joint report will be as directed by the arbitrator and must be provided at least five days before the hearing.

(7) Within ten days of a hearing or a decision by the arbitrator that no hearing is to be held the parties may by way of exchange provide the arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The arbitrator will take these submissions into account in the award.

(8) The arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within four months of the date on which they are appointed, unless both parties otherwise agree to an extension to the date for the award.

(9) If a party fails to comply with the timetable, procedure or any other direction then the arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(10) The arbitrator's award must include reasons. The parties will accept that the extent to which reasons are given is to be proportionate to the issues in dispute and the time available to the arbitrator to deliver the award.

### Commencement Information

**I260** Sch. 12 para. 4 in force at 11.10.2023, see [art. 1](#)

### Arbitrator's powers

5.—(1) The arbitrator has all the powers of the Arbitration Act 1996<sup>(48)</sup>, including the non-mandatory sections, save where modified in this Schedule.

(2) There will be no discovery or disclosure, except that the arbitrator has the power to order the parties to produce such documents as are reasonably requested by another party no later than the statement of reply, or by the arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders should be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the arbitrator. In the absence of agreement, the arbitrator may vary the timescales and/or procedure—

- (a) if the arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then; and
- (b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the arbitrator's fees and expenses.

#### Commencement Information

**I261** Sch. 12 para. 5 in force at 11.10.2023, see [art. 1](#)

### Costs

6.—(1) The costs of the arbitration will include the fees and expenses of the arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the arbitration.

(2) Subject to sub-paragraph (3), the arbitrator will award recoverable costs on the general principle that each party should bear its own costs.

(3) The arbitrator may depart from the general principle in sub-paragraph (2) and make such other costs award as it considers reasonable where a party has behaved unreasonably as defined within the National Planning Practice Guidance or such other guidance as may replace it.

#### Commencement Information

**I262** Sch. 12 para. 6 in force at 11.10.2023, see [art. 1](#)

### Confidentiality

7.—(1) Subject to sub-paragraphs (2) and (3), any arbitration hearing and documentation shall be open and accessible by the public.

(2) The arbitrator may direct that the whole or part of a hearing is to be private or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(3) Nothing in this paragraph prevents any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

<sup>(48)</sup> 1996 c. 23.

**Commencement Information**

**I263** Sch. 12 para. 7 in force at 11.10.2023, see [art. 1](#)

SCHEDULE 13

Article 40

Documents to be certified

**Commencement Information**

**I264** Sch. 13 in force at 11.10.2023, see [art. 1](#)

The following documents in Table 5 are the list referred to in article 40—

**Table 5**

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
3a.11	REP3a-011	Land plan (Offshore)	B	16 December 2022
2.3	REP6-028	Land plan (Onshore)	E	20 February 2023
2.5	REP6-029	Works Plan	D	20 February 2023
4.3	REP8-025	Book of Reference	I	15 March 2023
Environmental Statement				
6.7.1.	APP-293	Non Technical Summary	B	20 April 2022
6.7.2.	APP-294	Non-Technical Summary (Welsh Language Version)	B	20 April 2022
6.8.1.	APP-295	Scoping Opinion	A	20 April 2022
Volume 1 – Introductory Chapters				
6.1.1.	AS-024	Volume 1, Chapter 1: Introduction	C	31 May 2022 (cover incorrectly states April 2022)
6.1.2.	APP-040	Volume 1, Chapter 2: Policy and Legislation	B	20 April 2022
6.1.3.	REP8-056	Volume 1, Chapter 3:	C	15 March 2023

**Changes to legislation:** There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
		Environmental Impact Assessment Methodology		
6.1.4.	APP-044	Volume 1, Chapter 4: Site Selection and Alternatives	B	20 April 2022
6.1.3.1.	APP-042	Volume 1, Annex 3.1: Cumulative Effects Assessment	B	20 April 2022
6.1.3.2.	APP-043	Volume 1, Annex 3.2: Transboundary Screening	B	20 April 2022
6.1.4.1.	APP-045	Volume 1, Annex 4.1: SSA Identification of Area of Search Report	B	20 April 2022
6.1.4.2.	APP-046	Volume 1, Annex 4.2: SSA Shortlisting Outcomes Report	B	20 April 2022
<b>Volume 2 – Offshore Chapters</b>				
6.2.1.	APP-047	Volume 2, Chapter 1: Offshore Project Description	B	20 April 2022
6.2.2.	REP8-084	Volume 2, Chapter 2: Marine Geology, Oceanography and Physical Processes	C	15 March 2023
6.2.3.	APP-049	Volume 2, Chapter 3: Marine Water and Sediment Quality	B	20 April 2022
6.2.4.	REP8-085	Volume 2, Chapter 4: Offshore Ornithology	C	15 March 2023

**Changes to legislation:** There are currently no known outstanding effects for the The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
6.2.5.	APP-051	Volume 2, Chapter 5: Benthic Subtidal and Intertidal Ecology	B	20 April 2022
6.2.6.	REP8-057	Volume 2, Chapter 6: Fish and Shellfish Ecology	C	15 March 2023
6.2.7.	REP8-081	Volume 2, Chapter 7: Marine Mammals	D	15 March 2023
6.2.8.	REP8-086	Volume 2, Chapter 8: Commercial Fisheries	C	15 March 2023
6.2.9.	APP-055	Volume 2, Chapter 9: Shipping and Navigation	B	20 April 2022
6.2.10.	REP8-082	Volume 2, Chapter 10: Seascapes, Landscapes and Visual Impact Assessment	D	15 March 2023
6.2.11.	REP8-058	Volume 2, Chapter 11: Offshore Archaeology and Cultural Heritage	C	15 March 2023
6.2.12.	APP-058	Volume 2, Chapter 12: Other Marine Users and Activities	B	20 April 2022
6.2.13.	APP-059	Volume 2, Chapter 13: Military and Civil Aviation	B	20 April 2022
6.2.14.	REP8-059	Volume 2, Chapter 14: Inter-relationships	C	15 March 2023
6.2.15.	AS-028	Volume 2, Chapter 15:	C (Document states Rev B, but	31 May 2022 (Document states

**Changes to legislation:** There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
		Offshore Conclusions	is different to Rev B as submitted as APP-061)	March 2022 but is different to Rev B APP-061)
Volume 3 – Onshore Chapters				
6.3.1.	REP8-060	Volume 3, Chapter 1: Onshore Project Description	C	15 March 2023
6.3.2.	REP8-087	Volume 3, Chapter 2: Landscape and Visual Impact Assessment	D	15 March 2023
6.3.3.	REP8-088	Volume 3, Chapter 3: Socio-Economics	D	15 March 2023
6.3.4.	APP-065	Volume 3, Chapter 4: Tourism and Recreation	B	20 April 2022
6.3.5.	REP8-061	Volume 3, Chapter 5: Onshore Biodiversity and Nature Conservation	C	15 March 2023
6.3.6.	REP8-062 Document 8.47 of the Applicant's Deadline 8 submission	Volume 3, Chapter 6: Ground Conditions and Land Use	C	15 March 2023
6.3.7.	REP8-063	Volume 3, Chapter 7: Hydrology, Hydrogeology and Flood Risk	C	15 March 2023
6.3.8.	REP8-064	Volume 3, Chapter 8: Onshore Archaeology and Cultural Heritage	C	15 March 2023
6.3.9.	APP-070	Volume 3, Chapter 9: Traffic and Transport	B	20 April 2022

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
6.3.10.	REP8-065 Document 8.50 of the Applicant's Deadline 8 submission	Volume 3, Chapter 10: Noise and Vibration	C	15 March 2023
6.3.11.	AS-030	Volume 3, Chapter 11: Air Quality	C	31 May 2022 (cover incorrectly states April 2022)
6.3.12.	APP-073	Volume 3, Chapter 12: Public Health	B	20 April 2022
6.3.13.	REP8-066	Volume 3, Chapter 13: Onshore Conclusions	C	15 March 2023
<b>Volume 4 – Offshore Annexes</b>				
6.4.2.1.	APP-075	Volume 4, Annex 2.1: Physical Processes Baseline Technical Report	B	20 April 2022
6.4.2.2.	APP-076	Volume 4, Annex 2.2: Physical Processes Model Calibration	B	20 April 2022
6.4.2.3.	APP-077	Volume 4, Annex 2.3: Physical Processes Modelling Results	B	20 April 2022
6.4.2.4.1	APP-078	Volume 4, Annex 2.4: Seafloor and Shallow Geological Results (Array) (Part 1)	A	20 April 2022
6.4.2.4.2	APP-079	Volume 4, Annex 2.4: Seafloor and Shallow Geological Results (Array) (Part 2)	A	20 April 2022
6.4.2.4.3	APP-080	Volume 4, Annex 2.4: Seafloor and Shallow	A	20 April 2022



**Changes to legislation:** There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
		Geological Results (Array) (Part 3)		
6.4.2.4.4	APP-081	Volume 4, Annex 2.4: Seafloor and Shallow Geological Results (Array) (Part 4)	A	20 April 2022
6.4.2.4.5	APP-082	Volume 4, Annex 2.4: Seafloor and Shallow Geological Results (Array) (Part 5)	A	20 April 2022
6.4.2.4.6	APP-083	Volume 4, Annex 2.4: Seafloor and Shallow Geological Results (Array) (Part 6)	A	20 April 2022
6.4.2.4.7	APP-084	Volume 4, Annex 2.4: Seafloor and Shallow Geological Results (Array) (Part 7)	A	20 April 2022
6.4.2.4.8	APP-085	Volume 4, Annex 2.4: Seafloor and Shallow Geological Results (Array) (Part 8)	A	20 April 2022
6.4.2.4.9	APP-086	Volume 4, Annex 2.4: Seafloor and Shallow Geological Results (Array) (Part 9)	A	20 April 2022
6.4.2.4.10	APP-087	Volume 4, Annex 2.4: Seafloor and Shallow Geological Results (Array) (Part 10)	A	20 April 2022

**Changes to legislation:** There are currently no known outstanding effects for the The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
6.4.2.4.11	APP-088	Volume 4, Annex 2.4: Seafloor and Shallow Geological Results (Array) (Part 11)	A	20 April 2022
6.4.2.4.12	APP-089	Volume 4, Annex 2.4: Seafloor and Shallow Geological Results (Array) (Part 12)	A	20 April 2022
6.4.2.5.1	APP-090	Volume 4, Annex 2.5: Seafloor and Shallow Geological Results (Offshore ECC) (Part 1)	A	20 April 2022
6.4.2.5.2	APP-091	Volume 4, Annex 2.5: Seafloor and Shallow Geological Results (Offshore ECC) (Part 2)	A	20 April 2022
6.4.2.5.3	APP-092	Volume 4, Annex 2.5: Seafloor and Shallow Geological Results (Offshore ECC) (Part 3)	A	20 April 2022
6.4.2.5.4	APP-093	Volume 4, Annex 2.5: Seafloor and Shallow Geological Results (Offshore ECC) (Part 4)	A	20 April 2022
6.4.3.1.	REP8-067	Volume 4, Annex 3.1: Water Framework Directive Compliance Assessment	C	15 March 2023
6.4.4.1.	APP-095	Volume 4, Annex 4.1: Offshore Ornithology Baseline	B	20 April 2022

**Changes to legislation:** There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
		Characterisation Report		
6.4.4.2.	APP-096	Volume 4, Annex 4.2: Offshore Ornithology Displacement	B	20 April 2022
6.4.4.3.	APP-097	Volume 4, Annex 4.3: Offshore Ornithology Collision Risk Modelling	B	20 April 2022
6.4.4.4.	APP-098	Volume 4, Annex 4.4: Migratory Collision Risk Modelling	B	20 April 2022
6.4.4.5.	APP-099	Volume 4, Annex 4.5: Offshore Ornithology Scoping and Consultation Responses	A	20 April 2022
6.4.4.6.	APP-100	Volume 4, Annex 4.6: Offshore Ornithology Population Viability Analysis	B	20 April 2022
6.4.5.1.	APP-101	Volume 4, Annex 5.1: Benthic Ecology Subtidal Characterisation (Array)	A	20 April 2022
6.4.5.2.	APP-102	Volume 4, Annex 5.2: Benthic Ecology Subtidal Characterisation (Offshore ECC)	A	20 April 2022
6.4.5.3.	APP-103	Volume 4, Annex 5.3: Benthic Ecology Intertidal Characterisation	A	20 April 2022
6.4.6.1.	APP-104	Volume 4, Annex 6.1: Fish and Shellfish Ecology Technical Baseline	B	20 April 2022

**Changes to legislation:** There are currently no known outstanding effects for the The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
6.4.6.2.	APP-105	Volume 4, Annex 6.2: Underwater Noise Technical Report	B	20 April 2022
6.4.7.1.	REP8-068	Volume 4, Annex 7.1: Marine Mammal Baseline Characterisation	C	15 March 2023
6.4.7.2.	REP8-069	Volume 4, Annex 7.2: Draft Outline Marine Mammal Mitigation Protocol	C	15 March 2023
6.4.7.3.	APP-108	Volume 4, Annex 7.3: Marine Mammal Quantitative Assessment Assumptions	B	20 April 2022
6.4.8.1.	APP-109	Volume 4, Annex 8.1: Commercial Fisheries Baseline Report	B	20 April 2022
6.4.8.2.	APP-110	Volume 4, Annex 8.2: Commercial Fisheries Consultation Record	B	20 April 2022
6.4.9.1.	APP-111	Volume 4, Annex 9.1: Navigation Risk Assessment	B	20 April 2022
6.4.10.1.	APP-112	Volume 4, Annex 10.1: SLVIA Methodology	A	20 April 2022
6.4.10.2.	APP-113	Volume 4, Annex 10.2: SLVIA Consultation	A	20 April 2022
6.4.10.3.	APP-114	Volume 4, Annex 10.3: SLVIA Simple Assessment	B	20 April 2022
6.4.10.4.	APP-115	Volume 4, Annex 10.4: SLVIA Visibility Data	B	20 April 2022

**Changes to legislation:** There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
6.4.10.5.	APP-116	Volume 4, Annex 10.7: SLVIA Legislation and Policy	A	20 April 2022
6.4.11.1.	APP-117	Volume 4: Annex 11.1: Offshore Archaeology Desk Based Assessment	B	20 April 2022
6.4.12.1.	APP-118	Volume 4, Annex 12.1: Charter Angling Baseline Report	B	20 April 2022
6.4.12.1.1	APP-119	Volume 4, Annex 12.1: Charter Angling Baseline Report Annex B (Confidential)	N/A	20 April 2022
<b>Volume 5 – Onshore Annexes</b>				
6.5.1.1.	APP-121	Volume 5, Annex 1.1: Crossing Schedule	B	20 April 2022
6.5.2.1.	APP-122	Volume 5, Annex 2.1: LANDMAP Assessment	B	20 April 2022
6.5.4.1.	APP-123	Volume 5, Annex 4.1: Baseline information relating to recreation resources	B	20 April 2022
6.5.4.2.	APP-124	Volume 5, Annex 4.2: Seaside Tourism Economics Employment Evidence	A	20 April 2022
6.5.5.1.	REP8-070	Volume 5, Annex 5.1: Preliminary Ecological Appraisal Report;	C	15 March 2023
6.5.5.2.	APP-125	Volume 5, Annex 5.2: Habitat and	A	20 April 2022

**Changes to legislation:** There are currently no known outstanding effects for the The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
		Hedgerow Survey Report.		
6.5.5.3.	APP-126	Volume 5, Annex 5.3: Wintering Bird Survey Report.	A	20 April 2022
6.5.5.4.	APP-127	Volume 5, Annex 5.4: Reptile Survey Report.	A	20 April 2022
6.5.5.5.	APP-128	Volume 5, Annex 5.5: Otter and Watervole Survey Report.	A	20 April 2022
6.5.5.6.	APP-129	Volume 5, Annex 5.6: Great Crested Newt Survey Report.	A	20 April 2022
6.5.5.7.	REP8-071	Volume 5, Annex 5.7: Dormouse Survey Report.	B	15 March 2023
Environmental Statement Volume 5, Annex 5.8.	AS-031	Volume 5, Annex 5.8: Breeding Bird Survey Report.	B	31 May 2022
6.5.5.8.1	AS-032	Volume 5, Annex 5.8: Appendix 4 CONFIDENTIAL Barn Owl Survey Results	A	31 May 2022
6.5.5.9.	APP-132, APP-133	Volume 5, Annex 5.9: Badger Survey Report (Confidential and Public).	N/A	20 April 2022
6.5.5.10.	APP-134	Volume 5, Annex 5.10: Bat Survey Report.	N/A	20 April 2022
6.5.5.11.	APP-135	Volume 5, Annex 5.11: Noise Modelling for Important Ornithological Features (Onshore)	A	20 April 2022

**Changes to legislation:** There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
6.5.5.12.	APP-136	Volume 5, Annex 5.12: Consultation Feedback	A	20 April 2022
1.41	REP1-042	Volume 5, Annex 7.1: Onshore ECC Flood Consequence Assessment;	C	24 October 2022
1.43	REP1-044	Volume 5, Annex 7.2: Onshore Substation Flood Consequence Assessment;	C	24 October 2022
1.43 Appendix A	REP1-045	Volume 5, Annex 7.2: Onshore Substation Flood Consequence Assessment - Appendix A Outline Drainage Strategy	C	24 October 2022
6.5.7.3.	APP-139	Volume 5, Annex 7.3: Landfall HDD crossing Groundwater Risk Assessment;	A	20 April 2022
6.5.7.4.	APP-140	Volume 5, Annex 7.4: A525 HDD crossing Groundwater Risk Assessment;	A	20 April 2022
6.5.7.5.	APP-141	Volume 5, Annex 7.5: River Clwyd HDD crossing Groundwater Risk Assessment;	A	20 April 2022
6.5.7.6.	APP-142	Volume 5, Annex 7.6: A55 HDD crossing Groundwater Risk Assessment;	A	20 April 2022
6.5.8.1.	APP-143	Volume 5, Annex 8.1: Archaeological	B	20 April 2022

**Changes to legislation:** There are currently no known outstanding effects for the The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
		Desk-Based Assessment		
6.5.8.2.	APP-144	Volume 5, Annex 8.2: Designated Heritage Assets Scoping Exercise	B	20 April 2022
6.5.8.3.	APP-145	Volume 5, Annex 8.3: Detailed Gradiometer Survey Report	B	20 April 2022
6.5.8.4.	APP-146	Volume 5, Annex 8.4: Outline Onshore Archaeological Watching Brief 2021	B	20 April 2022
6.5.8.5.	APP-147	Volume 5, Annex 8.5: Onshore WSI	A	20 April 2022
6.5.9.1.	APP-148	Volume 5, Annex 9.1: Traffic and Transport Technical Baseline Report;	B	20 April 2022
6.5.9.2.	APP-149	Volume 5, Annex 9.2: Trip Generation and Distribution Calculations;	A	20 April 2022
6.5.9.3.	APP-150	Volume 5, Annex 9.3: Percentage Impact Calculations and Assessment Screening;	B	20 April 2022
6.5.10.1.	APP-151	Volume 5, Annex 10.1: Sound Level Meter Calibration Certificates.	A	20 April 2022
6.5.10.2.	APP-152	Volume 5, Annex 10.2: Sound Survey Results.	A	20 April 2022
6.5.10.3.	APP-153	Volume 5, Annex 10.3: Construction	A	20 April 2022



**Changes to legislation:** There are currently no known outstanding effects for the  
The Awel y Môr Offshore Wind Farm Order 2023. (See end of Document for details)

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
		Plant Sound Levels.		
6.5.10.4.	APP-154	Volume 5, Annex 10.4: Operational Substation Noise Modelling Results.	A	20 April 2022
6.5.12.1.	APP-155	Volume 5, Annex 12.1: Technical Note – Electro-Magnetic Frequencies	A	20 April 2022
<b>Volume 6 – S/LVIA</b>				
6.6.2.2.1	APP-156	Volume 6, Annex 2.2: LVIA Figures - Figure 2.1 (Site Location and Study Area)	A	20 April 2022
6.6.2.2.2	APP-157	Volume 6, Annex 2.2: LVIA Figures - Figure 2.2 (Landform)	A	20 April 2022
6.6.2.2.3	APP-158	Volume 6, Annex 2.2: LVIA Figures - Figure 2.3a (Landscape Character (National))	A	20 April 2022
6.6.2.2.4	APP-159	Volume 6, Annex 2.2: LVIA Figures - Figure 2.3b (Landscape Character (Regional))	A	20 April 2022
6.6.2.2.5	APP-160	Volume 6, Annex 2.2: LVIA Figures - Figure 2.4 (Landscape Designations)	A	20 April 2022
6.6.2.2.6	APP-161	Volume 6, Annex 2.2: LVIA Figures - Figure 2.5 (Principle Visual Receptors)	A	20 April 2022

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
6.6.2.2.7	REP7-039	Volume 6, Annex 2.2: LVIA Figures - Figure 2.6 (Aerial Mapping with Proposed Development)	C	08 March 2023
6.6.2.2.8	APP-163	Volume 6, Annex 2.2: LVIA Figures - Figure 2.7 (Context Photos)	A	20 April 2022
6.6.2.2.9	APP-164	Volume 6, Annex 2.2: LVIA Figures - Figure 2.8a (Substation Bare Ground ZTV with Viewpoints)	A	20 April 2022
6.6.2.2.10	APP-165	Volume 6, Annex 2.2: LVIA Figures - Figure 2.8b (Substation Screened ZTV with Viewpoints)	A	20 April 2022
6.6.2.2.11	APP-166	Volume 6, Annex 2.2: LVIA Figures - Figure 2.8c (Substation Screened ZTV with Viewpoints)	A	20 April 2022
6.6.2.2.12	APP-167	Volume 6, Annex 2.2: LVIA Figures - Figure 2.9a (LANDMAP Aspect Areas: Geological Landscape)	A	20 April 2022
6.6.2.2.13	APP-168	Volume 6, Annex 2.2: LVIA Figures - Figure 2.9b (LANDMAP Aspect Areas: Geological Landscape and Screened ZTV)	A	20 April 2022
6.6.2.2.14	APP-169	Volume 6, Annex 2.2: LVIA Figures - Figure 2.10a	A	20 April 2022

**Changes to legislation:** There are currently no known outstanding effects for the  
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<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
		(LANDMAP Aspect Areas: Landscape Habitats)		
6.6.2.2.15	APP-170	Volume 6, Annex 2.2: LVIA Figures - Figure 2.10b (LANDMAP Aspect Areas: Landscape Habitats and Screened ZTV)	A	20 April 2022
6.6.2.2.16	APP-171	Volume 6, Annex 2.2: LVIA Figures - Figure 2.11a (LANDMAP Aspect Areas: Cultural Landscape Services)	A	20 April 2022
6.6.2.2.17	APP-172	Volume 6, Annex 2.2: LVIA Figures - Figure 2.11b (LANDMAP Aspect Areas: Cultural Landscape Services and Screened ZTV)	A	20 April 2022
6.6.2.2.18	APP-173	Volume 6, Annex 2.2: LVIA Figures - Figure 2.12a (LANDMAP Aspect Areas: Historic Landscape)	A	20 April 2022
6.6.2.2.19	APP-174	Volume 6, Annex 2.2: LVIA Figures - Figure 2.12b (LANDMAP Aspect Areas: Historic Landscape and Screened ZTV)	A	20 April 2022
6.6.2.2.20	APP-175	Volume 6, Annex 2.2: LVIA Figures	A	20 April 2022

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
		- Figure 2.13a (LANDMAP Aspect Areas: Visual and Sensory)		
6.6.2.2.21	APP-176	Volume 6, Annex 2.2: LVIA Figures - Figure 2.13b (LANDMAP Aspect Areas: Visual and Sensory and Screened ZTV)	A	20 April 2022
6.6.2.2.22	APP-177	Volume 6, Annex 2.2: LVIA Figures - Figure 2.14 (Landscape Character: Landscape Designations and Screened ZTV)	A	20 April 2022
6.6.2.2.23	APP-178	Volume 6, Annex 2.2: LVIA Figures - Figure 2.15 (Principal Visual Receptors and Screened ZTV)	A	20 April 2022
6.6.2.2.24	APP-179	Volume 6, Annex 2.2: LVIA Figures - Figure 2.16 (Outline Landscape Mitigation Principles)	A	20 April 2022
6.6.2.2.25	APP-180	Volume 6, Annex 2.2: LVIA Figures - Figure 2.17 (Cumulative Developments)	A	20 April 2022
6.6.2.3.1	REP8-072	Volume 6, Annex 2.3: LVIA Visualisations - Figure 2.18 (Viewpoint 1: Bridlepath nr Faenol-broper)	B	15 March 2023

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6.6.2.3.2	REP8-073	Volume 6, Annex 2.3: LVIA Visualisations - Figure 2.19 (Viewpoint 2: St Asaph, Business Park)	B	15 March 2023
6.6.2.3.3	REP8-074	Volume 6, Annex 2.3: LVIA Visualisations - Figure 2.20 (Viewpoint 3: Glascoed Rd)	B	15 March 2023
6.6.2.3.4	REP8-075	Volume 6, Annex 2.3: LVIA Visualisations - Figure 2.21 (Viewpoint 4: A55)	B	15 March 2023
6.6.2.3.5	REP8-076	Volume 6, Annex 2.3: LVIA Visualisations - Figure 2.22 (Viewpoint 5: Minor Rd, Groesffordd)	B	15 March 2023
6.6.2.3.6	REP8-077	Volume 6, Annex 2.3: LVIA Visualisations - Figure 2.23 (Viewpoint 6: Bodelwyddan Castle)	B	15 March 2023
6.6.2.3.7	REP8-078	Volume 6, Annex 2.3: LVIA Visualisations - Figure 2.24 (Viewpoint 7: St Asaph)	B	15 March 2023
6.6.2.3.8	REP8-079	Volume 6, Annex 2.3: LVIA Visualisations - Figure 2.25 (Viewpoint 8: Rhuddlan)	B	15 March 2023

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6.6.2.3.9	REP8-080	Volume 6, Annex 2.3: LVIA Visualisations - Figure 2.26 (Viewpoint 9: Y Foel)	B	15 March 2023
6.6.10.4.1	APP-190	Volume 6, Annex 10.4: SLVIA Figures - Figure 1 (Array area and SLVIA Study Area with Cumulative Developments)	A	20 April 2022
6.6.10.4.2	APP-191	Volume 6, Annex 10.4: SLVIA Figures - Figure 2a (Maximum Design Scenario A (332m blade tip))	A	20 April 2022
6.6.10.4.3	APP-192	Volume 6, Annex 10.4: SLVIA Figures - Figure 2b (Maximum Design Scenario B (252m blade tip))	A	20 April 2022
6.6.10.4.4	APP-193	Volume 6, Annex 10.4: SLVIA Figures - Figure 2c (Snowdonia National Park and Areas of Outstanding Natural Beauty)	A	20 April 2022
6.6.10.4.5	APP-194	Volume 6, Annex 10.4: SLVIA Figures - Figure 3 (Landform)	A	20 April 2022
6.6.10.4.6	APP-195	Volume 6, Annex 10.4: SLVIA Figures - Figure 4 (Seascape Character (National))	A	20 April 2022

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6.6.10.4.7	APP-196	Volume 6, Annex 10.4: SLVIA Figures - Figure 5 (Seascape Character (Wales, Regional))	A	20 April 2022
6.6.10.4.8	APP-197	Volume 6, Annex 10.4: SLVIA Figures - Figure 6 (Landscape Character (National))	A	20 April 2022
6.6.10.4.9	APP-198	Volume 6, Annex 10.4: SLVIA Figures - Figure 7a (Landscape Character (Wales, Regional))	A	20 April 2022
6.6.10.4.10	APP-199	Volume 6, Annex 10.4: SLVIA Figures - Figure 7b (Landscape Character (Wales, Regional) - Legend)	A	20 April 2022
6.6.10.4.11	APP-200	Volume 6, Annex 10.4: SLVIA Figures - Figure 8 (Landscape Planning Designations)	A	20 April 2022
6.6.10.4.12	APP-201	Volume 6, Annex 10.4: SLVIA Figures - Figure 9 (LANDMAP - Visual and Sensory Evaluation)	A	20 April 2022
6.6.10.4.13	APP-202	Volume 6, Annex 10.4: SLVIA Figures - Figure 10a (Baseline Light Pollution)	A	20 April 2022
6.6.10.4.14	APP-203	Volume 6, Annex 10.4: SLVIA	A	20 April 2022

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		Figures - Figure 10b (Tranquility)		
6.6.10.4.15	APP-204	Volume 6, Annex 10.4: SLVIA Figures - Figure 11 (Visual Receptors and Viewpoint Locations)	A	20 April 2022
6.6.10.4.16	APP-205	Volume 6, Annex 10.4: SLVIA Figures - Figure 12a (Blade Tip ZTV for MDS A)	A	20 April 2022
6.6.10.4.17	APP-206	Volume 6, Annex 10.4: SLVIA Figures - Figure 12b (Hub height ZTV for MDS A)	A	20 April 2022
6.6.10.4.18	APP-207	Volume 6, Annex 10.4: SLVIA Figures - Figure 12c (Comparative Blade Tip ZTV MDS A (PEIR) and MDS A (ES))	A	20 April 2022
6.6.10.4.19	APP-208	Volume 6, Annex 10.4: SLVIA Figures - Figure 13a (Blade Tip ZTV for MDS B)	A	20 April 2022
6.6.10.4.20	APP-209	Volume 6, Annex 10.4: SLVIA Figures - Figure 13b (Hub Height ZTV for MDS B)	A	20 April 2022
6.6.10.4.21	APP-210	Volume 6, Annex 10.4: SLVIA Figures - Figure 13c (Comparative Blade Tip ZTV MDS B (PEIR) and MDS B (ES))	A	20 April 2022
6.6.10.4.22	APP-211	Volume 6, Annex 10.4: SLVIA	A	20 April 2022



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		Figures - Figure 14 (Horizontal Angle ZTV for MDS A)		
6.6.10.4.23	APP-212	Volume 6, Annex 10.4: SLVIA Figures - Figure 15 (Seascape Character (Wales, Regional) with Blade Tip ZTV)	A	20 April 2022
6.6.10.4.24	APP-213	Volume 6, Annex 10.4: SLVIA Figures - Figure 16a-b (Blade Tip ZTV (MDS A) with Landscape Character and Viewpoint Locations)	A	20 April 2022
6.6.10.4.25	APP-214	Volume 6, Annex 10.4: SLVIA Figures - Figure 16c (Blade Tip ZTV (MDS A) with Landscape Character and Viewpoint Locations)	A	20 April 2022
6.6.10.4.26	APP-215	Volume 6, Annex 10.4: SLVIA Figures - Figure 17.1a-b (Blade Tip ZTV (MDS A) with Visual Receptors and Viewpoint Locations)	A	20 April 2022
6.6.10.4.27	APP-216	Volume 6, Annex 10.4: SLVIA Figures - Figure 17.1c (Blade Tip ZTV (MDS A) with Visual Receptors and Viewpoint Locations)	A	20 April 2022

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6.6.10.4.28	APP-217	Volume 6, Annex 10.4: SLVIA Figures - Figure 17.2a-b (Hub Height Tip ZTV (MDS A) with Visual Receptors and Viewpoint Locations)	A	20 April 2022
6.6.10.4.29	APP-218	Volume 6, Annex 10.4: SLVIA Figures - Figure 17.2c (Hub Height Tip ZTV (MDS A) with Visual Receptors and Viewpoint Locations)	A	20 April 2022
6.6.10.4.30	APP-219	Volume 6, Annex 10.4: SLVIA Figures - Figure 18a-b (Blade Tip ZTV (MDS A) with Landscape Designations and Viewpoint Locations)	A	20 April 2022
6.6.10.4.31	APP-220	Volume 6, Annex 10.4: SLVIA Figures - Figure 18c-d (Blade Tip ZTV (MDS A) with Landscape Designations and Viewpoint Locations)	A	20 April 2022
6.6.10.4.32	APP-221	Volume 6, Annex 10.4: SLVIA Figures - Figure 19 (Wales Coast Path with Blade Tip ZTV (MDS A))	A	20 April 2022
6.6.10.4.33	APP-222	Volume 6, Annex 10.4: SLVIA Figures - Figure 20 (Blade Tip	A	20 April 2022

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		ZTV (MDS with Met Office Visibility Range Bands)		
6.6.10.4.34	APP-223	Volume 6, Annex 10.4: SLVIA Figures - Figure 21a-b (Hub Height Aviation Lighting ZTV (MDS A))	A	20 April 2022
6.6.10.4.35	APP-224	Volume 6, Annex 10.4: SLVIA Figures - Figure 22a-b (Hub Height Aviation Lighting ZTV (MDS B))	A	20 April 2022
6.6.10.4.36	APP-225	Volume 6, Annex 10.4: SLVIA Figures - Figure 23 (Comparative Blade Tip ZTV - MDS A and MDS B)	A	20 April 2022
6.6.10.4.37	APP-226	Volume 6, Annex 10.4: SLVIA Figures - Figure 24 (Combined Cumulative Blade Tip ZTV for Operations Offshore Wind Farms)	A	20 April 2022
6.6.10.4.38	APP-227	Volume 6, Annex 10.4: SLVIA Figures - Figure 25 (Blade Tip ZTVs for MDS A and Combined Cumulative OWFs)	A	20 April 2022
6.6.10.4.39	APP-228	Volume 6, Annex 10.4: SLVIA Figures - Figure 26 (Combined	A	20 April 2022

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		Cumulative ZTV for Onshore Wind Farms (Isle of Anglesey))		
6.6.10.4.40	APP-229	Volume 6, Annex 10.4: SLVIA Figures - Figure 27 (Combined Cumulative ZTV for Onshore Wind Farms (Conwy and Denbighshire)	A	20 April 2022
6.6.10.5.1	APP-230	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 28 (Viewpoint 1 - Bull Bay near Amlwch - Wales Coast Path)	A	20 April 2022
6.6.10.5.2	APP-231	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 29 (Viewpoint 2 - Point Lynas - PRow to North of Lighthouse)	A	20 April 2022
6.6.10.5.3	APP-232	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 30 (Viewpoint 3 - Mynydd Eilian - Near Trig Point)	A	20 April 2022
6.6.10.5.4	APP-233	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 31 (ViewPoint 4 - Moelfre Headland at Sculpture)	A	20 April 2022
6.6.10.5.5	APP-234	Volume 6, Annex 10.5: SLVIA Visualisations -	A	20 April 2022

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		Figure 32 (ViewPoint 5 - Red Wharf Bay)		
6.6.10.5.6	APP-235	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 33 (ViewPoint 6 - Bwrdd Arthur - North of Trig Point)	A	20 April 2022
6.6.10.5.7	APP-236	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 34 (ViewPoint 7 - Penmon Point - North-East of Parking)	A	20 April 2022
6.6.10.5.8	APP-237	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 35 (ViewPoint 8 - Beaumaris - Wales Coast Path)	A	20 April 2022
6.6.10.5.9	APP-238	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 36 (ViewPoint 9 - Bangor Pier - (Southern End))	A	20 April 2022
6.6.10.5.10	APP-239	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 37 (ViewPoint 10 - Carnedd Llewelyn)	A	20 April 2022
6.6.10.5.11	APP-240	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 38 (ViewPoint 11 - Llanfairfechan)	A	20 April 2022

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6.6.10.5.12	APP-241	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 39 (ViewPoint 12 - Conwy Mountain)	A	20 April 2022
6.6.10.5.13	APP-242	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 40 (ViewPoint 13 - Great Orme - Near Summit Complex)	A	20 April 2022
6.6.10.5.14	APP-243	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 41 (ViewPoint 14 - Wales Coast Path Near Penrhyn (Traeth yr Ora))	A	20 April 2022
6.6.10.5.15	APP-244	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 42 (ViewPoint 15 - Great Orme - Café)	A	20 April 2022
6.6.10.5.16	APP-245	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 43 (ViewPoint 16 - Benlech Bay View Road)	A	20 April 2022
6.6.10.5.17	APP-246	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 44 (ViewPoint 17 - Penrhyn Castle Terrace)	A	20 April 2022
6.6.10.5.18	APP-247	Volume 6, Annex 10.5: SLVIA Visualisations -	A	20 April 2022

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		Figure 45 (ViewPoint 18 - Llandudno Paddling Pool)		
6.6.10.5.19	APP-248	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 46 (ViewPoint 19 - Rhos-on-Sea)	A	20 April 2022
6.6.10.5.20	APP-249	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 47 (ViewPoint 20 - Bryn Euryrn)	A	20 April 2022
6.6.10.5.21	APP-250	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 48 (ViewPoint 21 - Mynydd Marian)	A	20 April 2022
6.6.10.5.22	APP-251	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 49 (ViewPoint 22 - Abergele Promenade)	A	20 April 2022
6.6.10.5.23	APP-252	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 50 (ViewPoint 23 - Rhyl Aquarium)	A	20 April 2022
6.6.10.5.24	APP-253	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 51 (ViewPoint 24 - Graig Fawr)	A	20 April 2022
6.6.10.5.25	APP-254	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 52 (ViewPoint 25 -	A	20 April 2022

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		Prestatyn Nova Centre)		
6.6.10.5.26	APP-255	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 53 (ViewPoint 26 - Bryn-Ilwyn Viewpoint (Prestatyn Hillside Viewpoint, Gwaenysgor))	A	20 April 2022
6.6.10.5.27	APP-256	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 54 (ViewPoint 27 - Point of Ayr)	A	20 April 2022
6.6.10.5.28	APP-257	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 55 (ViewPoint 28 - Trwyn y Penrhyn Parking Layby)	A	20 April 2022
6.6.10.5.29	APP-258	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 56 (ViewPoint 29 - Colwyn Bay Promenade)	A	20 April 2022
6.6.10.5.30	APP-259	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 57 (ViewPoint 30 - Hilbre Point)	A	20 April 2022
6.6.10.5.31	APP-260	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 58 (ViewPoint 31 - Crosby)	A	20 April 2022



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6.6.10.5.32	APP-261	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 59 (ViewPoint 32 - Formby Lifeboat Station (Formby Point))	A	20 April 2022
6.6.10.5.33	APP-262	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 60 (ViewPoint 33 - Southport (pier))	A	20 April 2022
6.6.10.5.34	APP-263	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 61 (ViewPoint 34 - Snowdon Summit)	A	20 April 2022
6.6.10.5.35	APP-264	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 62 (ViewPoint 35 - Blackpool Tower)	A	20 April 2022
6.6.10.5.36	APP-265	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 63 (ViewPoint 36 - Tal y Fan)	A	20 April 2022
6.6.10.5.37	APP-266	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 64 (ViewPoint 37 - Cefn Coch Stone Circle)	A	20 April 2022
6.6.10.5.38	APP-267	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 65 (ViewPoint 38 - Foel Fras)	A	20 April 2022

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6.6.10.5.39	APP-268	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 66 (ViewPoint 39 - North Wales Path at Garreg Fawr)	A	20 April 2022
6.6.10.5.40	APP-269	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 67 (ViewPoint 40 - Above Capelulo - North Wales Path)	A	20 April 2022
6.6.10.5.41	APP-270	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 68 (ViewPoint 41 - Wales Coast Path North-East of Rhôs-Mynach-Fawr)	A	20 April 2022
6.6.10.5.42	APP-271	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 69 (ViewPoint 42 - Mynydd Bodafon - Trig Point)	A	20 April 2022
6.6.10.5.43	APP-272	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 70 (ViewPoint 43 - Mynydd y Garn)	A	20 April 2022
6.6.10.5.44	APP-273	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 71 (ViewPoint 44 - Beaumaris Castle)	A	20 April 2022
6.6.10.5.45	APP-274	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 72	A	20 April 2022

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		(ViewPoint 45 - Conwy Castle - Chapel Tower)		
6.6.10.5.46	APP-275	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 73 (ViewPoint 49 - Menai Suspension Bridge)	A	20 April 2022
6.6.10.5.47	APP-276	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 74 (ViewPoint 50 - Gwrych Castle - Terrace)	A	20 April 2022
6.6.10.5.48	APP-277	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 75 (ViewPoint 52 - Pen-y-Dinas Camp at Interpretation Sign)	A	20 April 2022
6.6.10.5.49	APP-278	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 76 (ViewPoint 53 - Puffin Island)	A	20 April 2022
6.6.10.5.50	APP-279	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 77 (ViewPoint 54 - y Foel (Common land and hill east of Dyserth))	A	20 April 2022
6.6.10.5.51	APP-280	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 78 (ViewPoint 55 -	A	20 April 2022

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		Footpath Above Cilgwyn Mawr)		
6.6.10.5.52	APP-281	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 79 (ViewPoint 56 - Pen-y-corddyn-mawr)	A	20 April 2022
6.6.10.5.53	APP-282	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 80 (ViewPoint 57 - Moelfre Isaf)	A	20 April 2022
6.6.10.5.54	APP-283	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 81 (ViewPoint 58 - Little Orme on the Wales Coast Path)	A	20 April 2022
6.6.10.5.55	APP-284	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 82 (ViewPoint 59 - Llandundo Promenade - Lifeboat Slipway)	A	20 April 2022
6.6.10.5.56	APP-285	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 83 (ViewPoint 60 - Foel Lus)	A	20 April 2022
6.6.10.5.57	APP-286	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 84 (ViewPoint 61 - Llandudno Promenade near Venue Cymru)	A	20 April 2022
6.6.10.5.58	APP-287	Volume 6, Annex 10.5: SLVIA	A	20 April 2022

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		Visualisations - Figure 85 a-e (ViewPoint 62 - Great Orme - Marine Drive, Wales Coast Path near Toll Booth)		
6.6.10.5.59	APP-288	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 86 (ViewPoint 63 - A55 at Penmaenmawr)	A	20 April 2022
6.6.10.5.60	APP-289	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 87 (ViewPoint 64 - A55 at Puffin Roundabout, Dwygyfylch)	A	20 April 2022
6.6.10.5.61	APP-290	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 88 (ViewPoint 65 - A55 at jetty north of Penmaen Rhos)	A	20 April 2022
6.6.10.5.62	APP-291	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 89 (ViewPoint 66 - Liverpool to Dublin Ferry route north of Great Orme)	A	20 April 2022
6.6.10.5.63	APP-292	Volume 6, Annex 10.5: SLVIA Visualisations - Figure 90 (ViewPoint 67 - Liverpool to Dublin Ferry route north of Conwy Bay)	A	20 April 2022

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Outline Code of Construction Practice				
8.13	REP7-018	Outline Code of Construction Practice	G	08 March 2023
8.13.1	REP7-020	Outline CoCP, Appendix 1, Outline Construction Method Statement	H	08 March 2023
2.20	REP2-020	Outline CoCP, Appendix 2, Outline Noise and Vibration Management Plan	C	09 November 2022
2.31	REP2-031	Outline CoCP, Appendix 3, Outline Air Quality Management Plan	C	09 November 2022
8.13.4	REP7-022	Outline CoCP, Appendix 4, Outline Soil Management Plan	G	08 March 2023
2.35	REP2-035	Outline CoCP, Appendix 5, Outline Site Waste Management Plan	C	09 November 2022
2.37	REP2-037	Outline CoCP, Appendix 6, Outline Pollution Prevention and Emergency Incident Response Plan	C	09 November 2022
8.13.7	REP4-035	Outline CoCP, Appendix 7, Outline Construction Traffic Management Plan	D	30 January 2023
8.13.8	REP7-024	Outline CoCP, Appendix 8, Outline Public	F	08 March 2023

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		Access Management Plan		
8.13.9	APP-321	Outline CoCP, Appendix 9, Outline Travel Plan	B	20 April 2022
2.45	REP2-045	Outline CoCP, Appendix 10, Outline Artificial Light and Emissions Plan	C	09 November 2022
8.13.11	REP8-040	Outline CoCP, Appendix 11, Outline Invasive Non-Native Species Management Plan	E	15 March 2023
8.13.12	REP6-042	Outline CoCP, Appendix 12, Outline Communication Plan	C	20 February 2023
<b>Other documents</b>				
8.8	REP7-028	Design Principles Document	E	08 March 2023
8.4	REP7-026	Outline Landscape and Ecology Management Plan	E	08 March 2023
2.6	REP6-030	Street Works and Access Plan	D	20 February 2023
2.7	REP6-031	Temporary Stopping Up of Public Rights of Way Plan	D	20 February 2023
2.12	REP6-036	Hedgerow and Protected Tree Plan	D	20 February 2023
2.1	REP8-090	Location Plan	E	15 March 2023
2.4	REP6-027	Special Category Land Plan	D	20 February 2023

**Changes to legislation:** There are currently no known outstanding effects for the *The Awel y Môr Offshore Wind Farm Order 2023*. (See end of Document for details)

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
[ <sup>F32</sup> 4.7]	REP4-007	Outline Skills and Employment Strategy	B	30 January 2023
[ <sup>F32</sup> 6.31]	REP6-041	Outline Offshore Piling Noise Monitoring Plan	B	20 February 2023
[ <sup>F32</sup> 8.78]	REP8-093	[ <sup>F32</sup> Landscape Enhancement Scheme Principles]	A	15 March 2023
6.14	REP6-023	Community Linguistic Statement	B	20 February 2023

**Textual Amendments**

**F32** Words in Sch. 13 Table 5 substituted (17.7.2024) by [The Awel y Môr Offshore Wind Farm \(Correction\) Order 2024 \(S.I. 2024/799\)](#), art. 1, Sch.

**EXPLANATORY NOTE**

*(This note is not part of the Order)*

This Order grants development consent for, and authorises the construction, operation and maintenance of an offshore wind farm generating station located approximately 11km from the coast of Denbighshire, together with associated development. This Order imposes requirements in connection with the development and authorises the compulsory acquisition of land (including rights in land) and the right to use land and to override easements and other rights.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 40 (certification of plans, etc.) together with a copy of any guarantee or alternative form of security approved by the Secretary of State pursuant to article 31 (funding), may be inspected free of charge at the offices of RWE at Windmill Hill Business Park, Whitehill Way, Swindon Wiltshire, SN5 6PB.



**Changes to legislation:**

There are currently no known outstanding effects for the The Awel y Môr Offshore Wind Farm Order 2023.

### 3. HORNSEA FOUR OFFSHORE WIND FARM ORDER 2023



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STATUTORY INSTRUMENTS

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**2023 No. 800**

**INFRASTRUCTURE PLANNING**

**The Hornsea Four Offshore Wind Farm Order 2023**

*Made* - - - - *12th July 2023*

*Coming into force* - - *3rd August 2023*

An application has been made to the Secretary of State under section 37 of the Planning Act 2008 (“the 2008 Act”)(1), and in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedures) Regulations 2009(2) for an order granting development consent.

The application was examined by the Examining Authority, appointed by the Secretary of State pursuant to section 61(3) and section 65(4) of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of that Act and with the Infrastructure Planning (Examination Procedure) Rules 2010(5). The Examining Authority has submitted a report to the Secretary of State under section 74(2)(6) of the 2008 Act.

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(7) and, as a national policy statement has effect in relation to the proposed development, has had regard to the documents and matters referred to in section 104(2)(8) of the 2008 Act.

The Secretary of State, having decided the application, has determined to make an Order granting development consent for the development described in the application on terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

The Secretary of State is satisfied that open space within the Order land, when burdened with any new rights authorised for compulsory acquisition under the terms of this Order, will be no less advantageous than it was before such acquisition, to the persons in whom it is vested, other persons, if any, entitled to rights of common or other rights, and the public, and that, accordingly, section 132(3)(9) of the 2008 Act applies.

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(1) 2008 c. 29. Section 37 was amended by Chapter 6 of Part 6 of, and Schedule 13 to, the Localism Act 2011 (c. 20).  
(2) S.I. 2009/2264.  
(3) Section 61 was amended by section 128(2) and Schedule 13, paragraph 18 to the Localism Act 2011 (c. 20) and by section 26 of the Infrastructure Act 2015 (c. 7).  
(4) Section 65 was amended by Schedule 13 paragraph 22(2) and Schedule 25, paragraph 1 to the Localism Act 2011 (c. 20) and by section 27(1) of the Infrastructure Act 2015 (c. 7).  
(5) S.I. 2010/103, amended by S.I. 2012/635.  
(6) Section 74 was amended by sections 128(2) and 237 and by Schedule 13, paragraph 29 and Schedule 25, paragraph 1, to the Localism Act 2011 (c. 20).  
(7) S.I. 2017/572.  
(8) Section 104 was amended by section 58(5) of the Marine and Coastal Access Act 2009 (c. 23) and by section 128(2) of the and Schedule 13, paragraphs 1 and 49(1) to (6) of the Localism Act 2011 (c. 20).  
(9) Section 132 was amended by section 24(3) of the Growth and Infrastructure Act 2013 (c. 27).

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The Secretary of State, in exercise of the powers conferred by sections 114, 115, 120(10), 122, 123, 140 and 149A of the 2008 Act, makes the following Order—

## PART 1

### PRELIMINARY

#### Citation and commencement

1. This Order may be cited as the Hornsea Four Offshore Wind Farm Order 2023 and comes into force on 3rd August 2023.

#### Commencement Information

**II** Art. 1 in force at 3.8.2023, see [art. 1](#)

#### Interpretation

2.—(1) In this Order—

“the 1961 Act” means the Land Compensation Act 1961(11);

“the 1965 Act” means the Compulsory Purchase Act 1965(12);

“the 1980 Act” means the Highways Act 1980(13);

“the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981(14);

“the 1989 Act” means the Electricity Act 1989(15);

“the 1990 Act” means the Town and Country Planning Act 1990(16);

“the 1991 Act” means the New Roads and Street Works Act 1991(17);

“the 2000 Act” means the Countryside and Rights of Way Act 2000(18);

“the 2003 Act” means the Communications Act 2003(19);

“the 2004 Act” means the Energy Act 2004(20);

“the 2008 Act” means the Planning Act 2008(21);

“the 2009 Act” means the Marine and Coastal Access Act 2009(22);

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(10) Sections 114, 115 and 120 were amended by sections 128(2) and 140 and Schedule 13, paragraphs 1, 55(1), (2) and 60(1) and (3) of the Localism Act 2011 (c. 20). Relevant amendments were made to section 115 by section 160(1) to (6) of the Housing and Planning Act 2016 (c. 22).

(11) 1961 c. 33.

(12) 1965 c. 56.

(13) 1980 c. 66.

(14) 1981 c. 66.

(15) 1989 c. 29.

(16) 1990 c. 8.

(17) 1991 c. 22.

(18) 2000 c. 37.

(19) 2003 c. 21.

(20) 2004 c. 20.

(21) 2008 c. 29.

(22) 2009 c. 23.

“the 2016 Regulations” means the Environmental Permitting (England and Wales) Regulations 2016<sup>(23)</sup>;

“access land” has the same meaning as in section 1(1) (principal definitions for Part I) of the 2000 Act;

“access to works plan” means the plan or plans certified as the access to works plan or plans by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“ancillary works” means the ancillary works described in Part 2 of Schedule 1 (ancillary works) and any other works authorised by this Order and which are not development within the meaning of section 32 of the 2008 Act;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 (authorised development) and any other development authorised by this Order that is development within the meaning of section 32 of the 2008 Act;

“authorised project” means the authorised development and the ancillary works authorised by this Order;

“the book of reference” means the document certified by the Secretary of State as the book of reference for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“box-type gravity base structures” means a structure principally of steel, concrete, or steel and concrete with a square base which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including J-tubes, corrosion protection systems and access platform(s) and equipment;

“bridge link” means a steel truss structure with provision for overhead clearance for personnel, lighting fixtures and ancillary cabling, which can be used as a link for interconnection between any combination of permanent offshore electrical installations and/or offshore accommodation platform;

“buoy” means any floating device used for navigational purposes or measurement purposes, including LIDAR and wave buoys;

“cables” means cables for the transmission of electricity, including one or more cable crossings;

“cable circuits” means a number of electrical conductors necessary to transmit electricity between two points within the authorised development; this may comprise, depending on transmission technology, one or more conductors which may be bundled as one cable or take the form of separate cables, and the circuit may include one or more auxiliary cables (normally fibre optic cables) for the purpose of control, monitoring, protection or general communications;

“cable crossings” means a crossing of existing sub-sea cables or pipelines or other existing infrastructure by a cable or, where cables run together in parallel, a set of cables, authorised by this Order together with cable protection;

“cable protection” means physical measures for the protection of cables including but not limited to concrete mattresses, split pipe system, and/or rock placement (including material used for cable crossings);

“carriageway” has the same meaning as in the 1980 Act;

“commence”, means—

- (a) in relation to works seaward of MHWS, the first carrying out of any licensed marine activities authorised by the deemed marine licences, save for operations consisting of pre-construction surveys and monitoring approved under the deemed marine licences; or

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(b) in respect of any other works comprised in the authorised project, the first carrying out of any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project other than onshore site preparation works,

and the words “commencement” and “commenced” must be construed accordingly;

“commissioning” means the process of assuring that all systems and components of the authorised development are tested to verify that they function and are operable in accordance with the design objectives, specifications and operational requirements of the undertaker;

“commitments register” means the document certified as the commitments register by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“connection works” means Work Nos. 6 to 10 and any related further associated development in connection with those works;

“deemed marine licences” means the marine licences set out in Schedules 11 (deemed marine licence under the 2009 Act – generation assets) and 12 (deemed marine licence under the 2009 Act – transmission assets);

“the Driffield Navigation Trust” means the Driffield Navigation Trust of 5 New Walk Close, Driffield, East Yorkshire, England, YO25 5LG (Company No. 01468822);

“energy balancing infrastructure” means infrastructure used for the balancing of the output of electrical energy to the national grid;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“gravity base structure” means a structure principally of steel, concrete, or steel and concrete with a base which tapers as it rises which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including J-tubes, corrosion protection systems and access platform(s) and equipment;

“HAT” means highest astronomical tide;

“highway” and “highway authority” have the same meaning as in the 1980 Act<sup>(24)</sup>

“Historic England” means the Historic Buildings and Monuments Commission for England;

“horizontal directional drilling” means a trenchless boring technique for installing cables, cable ducts and other associated apparatus involving drilling in an arc between two points;

“HVAC” means high voltage alternating current;

“HVDC” means high voltage direct current;

“independent design review panel” means a panel consisting of one chairperson and up to five members of which at least one member must be a chartered architect and one a chartered landscape professional. The remainder of the panel may be made up of external experts on architecture, landscaping, urban design, engineering or any other built environment profession. The members of the panel to be appointed by the undertaker following approval by the relevant planning authority;

“interconnector cable” means a network of cables between the offshore substations;

“intrusive environmental surveys” means an environmental survey that requires or is facilitated by breaking the surface of the ground or seabed;

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(24) “highway” is defined in section 328(1), “highway authority” is described in section 1. Section 1 was amended by sections 8 and 102 and Schedules 4, paragraph 1 and Schedule 17 to the Local Government Act 1985 (c. 51), by section 21 of the 1991 Act and by section 1(6) and Schedule 1, paragraphs 1 to 4 of the Infrastructure Act 2015 (c. 7). There are other amendments which are not relevant to this Order.

“jacket foundation” means a lattice type structure constructed of steel and additional equipment such as, J-tubes, corrosion protection systems and access platforms attached to the sea bed by means of either a suction bucket or piles;

“joint bay” means an excavation located at regular intervals along the cable route consisting of a concrete flat base slab constructed beneath the ground to facilitate the jointing together of the cables;

“land plans” means the plan or plans certified as the land plan or plans by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“large offshore HVDC converter substation” means the large version of the offshore converter substations assessed in the environment statement;

“large offshore transformer substation” means the large version of the offshore transformer substations assessed in the environment statement;

“LAT” means lowest astronomical tide;

“lead local flood authority” has the meaning in section 6(7) of the Flood and Water Management Act 2010(25);

“link box” means the underground metal box placed within a plastic or concrete pit where the metal sheaths between adjacent export cable sections are connected and earthed installed within a ground level manhole or inspection chamber to allow access to the link box for regular maintenance or fault-finding purposes;

“logistics compound” means a construction site associated with the connection works including portable offices, welfare facilities, parking and storage for construction of the authorised project;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works)), any cable, any component part of any wind turbine generator, offshore electrical substation, offshore accommodation platform, meteorological mast, and the onshore transmission works described in Part 1 of Schedule 1 (authorised development) not including removal, reconstruction or replacement of foundations and buildings associated with the onshore project substation to the extent assessed in the environmental statement and any derivative of maintain must be construed accordingly;

“Marine Management Organisation” or “MMO” means the Marine Management Organisation, Lancaster House, Hampshire Court, Newcastle upon Tyne, NE4 7YH who is the body created under the 2009 Act and who is responsible for the monitoring and enforcement of the deemed marine licences;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“mean low water springs” or “MLWS” means the lowest level which spring tides reach on average over a period of time;

“monopile foundation” means a steel pile, driven and/or drilled into the seabed and associated equipment including J-tubes, corrosion protection systems and access platforms and equipment;

“mono suction bucket foundation” means a steel cylindrical structure which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential, and may include additional equipment such as J-tubes, corrosion protection systems and access platforms;

“offshore accommodation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the wind turbine generators and offshore electrical installations;

“offshore electrical installations” means the small offshore transformer substations, the large offshore transformer substations, the offshore HVAC booster stations, the small offshore HVDC converter substations and the large offshore HVDC converter substations forming part of the authorised development;

“offshore HVAC booster station” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing—

- (a) electrical equipment required to provide reactive power compensation; and
- (b) housing accommodation, storage, workshop, auxiliary equipment, radar and facilities for operating, maintaining and controlling the substation;

“offshore HVDC converter station” means a structure above LAT and attached to the seabed by means of a foundation, with equipment to convert the three-phase HVAC power generated at the wind turbine generators into HVDC power;

“the offshore Order limits and grid coordinates plan” means the plan or plans certified by the Secretary of State as the offshore Order limits and grid coordinates plan for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“offshore transformer substation” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing—

- (a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation; and
- (b) housing accommodation, storage, workshop auxiliary equipment, radar and facilities for operating, maintaining and controlling the substation or wind turbine generators;

“offshore works” means Work Nos. 1, 2, 3, 4 and 5 and any related further associated development in connection with those works;

“offshore works plans” means the plan or plans certified as the offshore works plans by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“onshore construction works” means—

- (a) temporary haul roads;
- (b) vehicular accesses; and
- (c) logistics compound(s);

“onshore HVDC/HVAC substation” means a compound, comprising the onshore HVDC converter station or the onshore HVAC substation, including any energy balancing infrastructure and electrical equipment required to switch, transform, convert electricity and provide reactive power compensation, with external landscaping and means of access;

“onshore Order limits plan” means the plans certified by the Secretary of State as the onshore Order limits plan for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“onshore site preparation works” means operations consisting of site clearance, pre-planting of landscaping works, ecological mitigation works, archaeological investigations, intrusive



environmental surveys, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, creation of site accesses and the temporary display of site notices or advertisements;

“onshore works plans” means the plan or plans certified as the onshore works plans by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“the Order land” means the land shown on the land plans which is within the limits of land to be acquired or used and described in the book of reference;

“the Order limits” means the limits shown on the offshore Order limits and grid coordinates plan and the onshore Order limits plan within which the authorised project may be carried out, whose grid coordinates seaward of MHWS are set out in paragraph 2 of Part 1 of Schedule 1 (authorised development) to this Order;

“outline cable specification and installation plan” means the document certified as the outline cable specification and installation plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline code of construction practice” means the document certified as the outline code of construction practice by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline construction traffic management plan” means Appendix F of the document certified as the outline code of construction practice plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline design plan” means the document certified as the outline design plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline ecological management plan” means the document certified as the outline ecological management plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline employment and skills plan” means the document certified as the outline employment and skills plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline energy balancing infrastructure HazID report” means the document certified as the outline energy balancing infrastructure HazID report by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline enhancement strategy” means the document certified as the outline enhancement strategy by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline landscape management plan” means the document certified as the outline landscape management plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline marine mammal mitigation protocol” means the document certified as the outline marine mammal mitigation protocol by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline marine monitoring plan” means the document certified as the outline marine monitoring plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

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“outline marine written scheme of investigation” means the document certified as the outline marine written scheme of investigation by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline net gain strategy” means the document certified as the outline net gain strategy by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline onshore infrastructure drainage strategy” means the document certified as the outline onshore infrastructure drainage strategy by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline southern north sea special area of conservation site integrity plan” means the document certified as the outline southern north sea special area of conservation site integrity plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline written scheme of investigation for onshore archaeology” means the document certified as the outline written scheme of investigation for onshore archaeology by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure jacket foundations;

“pontoon gravity base type 1 structure” means a structure principally of steel, concrete, or steel and concrete with a base made up of up to two rectangular pontoons which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including J-tubes, corrosion protection systems and access platform(s) and equipment;

“pontoon gravity base type 2 structure” means a structure principally of steel, concrete, or steel and concrete with a base made up of a pontoon arranged in a rectangle around an open centre which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including J-tubes, corrosion protection systems and access platform(s) and equipment;

“pro-rata annex” means the document certified as the pro-rata annex by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“public rights of way plan” means the plan or plans certified as the public rights of way plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“relevant highway authority” means East Riding of Yorkshire Council, or any successor to it as highway authority for the land in question;

“relevant highway authorities” means East Riding of Yorkshire Council and Hull City Council, or any successor to them as highway authorities for the land in question;

“relevant planning authority” means East Riding of Yorkshire Council, or any successor to it as planning authority for the land in question;

“requirements” means, or a reference to a numbered requirement is a reference to, those matters set out in Part 3 of Schedule 1 (requirements) to this Order;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed by use of protective aprons, mattresses, or rock and gravel placement;

“section 106 agreements” means the three agreements made under section 106 of the 1990 Act—

- (a) dated 15 November 1990 between (1) The Council of the East Yorkshire Borough of Beverley; (2) Clive Kingston Soames, Margaret Eileen Soames and Andrew Mark Soames and (3) Barclays Bank PLC;
- (b) dated 13 July 2007, between (1) Lissett Airfield Wind Farm Limited; (2) James Herbert Tennant; and (3) East Riding of Yorkshire Council; and
- (c) dated 7 October 2015, between (1) East Riding of Yorkshire Council; (2) Christopher Branston Foster; (3) Susan Verena Foster; (4) Richard Edward Foster; and (5) National Westminster Bank PLC;

“small offshore HVDC converter substation” means the small version of the offshore transformer substations assessed in the environment statement;

“small offshore transformer substation” means the small version of the offshore transformer substations assessed in the environment statement;

“SNCB” means a statutory nature conservation body, being the appropriate nature conservation body as defined in regulation 5 of the Conservation of Habitats and Species Regulations 2017(26) or its equivalent in the Conservation of Offshore Marine Habitats and Species Regulations 2017(27);

“special category land” means the land comprising plots 1, 2, 2A, 3, 3A, 4, 4A, 5, 6 and 6A shown on the land plans and described in the book of reference;

“statutory undertaker” means any person falling within section 127(8) of the 2008 Act and a public communications provider as defined in section 151 of the 2003 Act;

“street” means a street within the meaning of section 48 of the 1991 Act(28), together with land on the verge of a street or between two carriageways, and includes any footpath and any part of a street;

“street authority”, in relation to a street, has the same meaning as in Part 3 of the 1991 Act(29);

“streets plan” means the plan or plans certified as the streets plan or plans by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

“transition joint bay” means the underground concrete bays in Work No. 6 where the offshore export cable circuits comprised in Work No. 6 are jointed to the onshore export cable circuits;

“transition piece” means the metal structure attached to the top of the foundation where the base of the wind turbine generator is connected and may include additional equipment such as J-tubes, corrosion protection systems, boat access systems, access platforms, craneage, radar, electrical transmission equipment and associated equipment;

“tree preservation order and hedgerow plan” means the plan or plans certified as the tree preservation order and hedgerow plan or plans by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“undertaker” means, subject to article 5 (benefit of the Order), Orsted Hornsea Project Four Limited (company number 08584182);

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil

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(26) S.I. 2017/1012.

(27) S.I. 2017/1013.

(28) Section 48 was amended by section 124(2) of the Local Transport Act 2008 (c. 26).

(29) “street authority” is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act (c. 7).

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vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“water attenuation feature” means an area within which sustainable drainage systems measures are to be adopted to facilitate attenuation and/or storage of surface water drainage;

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation or transition piece; and

“working day” means a day which is not a weekend, bank holiday or public holiday in England.

(2) References in this Order to rights over land include references to rights to do or restrain or to place and maintain, anything in, on or under land or in the air-space above its surface and to any trusts or incidents (including restrictive covenants) to which the land is subject and references in this Order to the imposition of restrictive covenants are references to the creation of rights over the land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or which is an interest otherwise comprised in the Order land.

(3) All distances, directions, capacities, volumes and lengths referred to in this Order are approximate save in respect of the parameters referred to in—

- (a) requirements 2 to 5 in Part 3 of Schedule 1 (requirement);
- (b) conditions 1 to 3 in Part 2 of Schedule 11 (conditions); and
- (c) conditions 1 to 3 in Part 2 of Schedule 12 (conditions).

(4) Any reference in this Order to a work identified by the number of the work is to be construed as a reference to the work of that number authorised by this Order.

(5) The expression “includes” is to be construed without limitation unless the contrary intention appears.

(6) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(7) Any reference in this Order or the documents certified by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.) to a dimension measured from LAT may be converted to a measurement from HAT by subtracting 4.71m from the measurement from LAT.

#### Commencement Information

**I2** Art. 2 in force at 3.8.2023, see [art. 1](#)

## PART 2

### PRINCIPAL POWERS

#### Development consent etc. granted by this Order

3.—(1) Subject to the provisions of this Order and to the requirements, the undertaker is granted—

- (a) development consent for the authorised development; and
- (b) consent for the ancillary works,

to be carried out within the Order limits.

(2) Work Nos. 1 to 5 (save for those elements of Work No. 5(a) located landward of MHWS in order to connect to Work No. 6) must be constructed within the Order limits seaward of MHWS and Work Nos. 6 to 10 (save for those elements of Work Nos. 9(a) and 9(d) located seaward of MHWS for foreshore access) must be constructed within the Order limits landward of MHWS.

**Commencement Information**

**I3** Art. 3 in force at 3.8.2023, see [art. 1](#)

**Power to maintain the authorised project**

4.—(1) The undertaker may at any time maintain the authorised project, except to the extent that this Order or an agreement made under this Order provides otherwise.

(2) The power to maintain conferred under paragraph (1) does not relieve the undertaker of any requirement to obtain any further licence under Part 4 of the 2009 Act (marine licensing) for offshore works not covered by the deemed marine licences.

**Commencement Information**

**I4** Art. 4 in force at 3.8.2023, see [art. 1](#)

**Benefit of the Order**

5.—(1) Subject to this article, the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Subject to paragraph (5) the undertaker may with the written consent of the Secretary of State—

- (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (3) below) and such related statutory rights as may be agreed between the undertaker and the transferee; and
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (3) below) and such related statutory rights as may be so agreed.

except where paragraph (8) applies, in which case the consent of the Secretary of State is not required.

(3) Subject to paragraphs (5) and (6) the undertaker may with the written consent of the Secretary of State—

- (a) Where an agreement has been made in accordance with paragraph (2)(a), transfer to the transferee the whole of any of the deemed marine licences and such related statutory rights as may be agreed between the undertaker and the transferee; or
- (b) Where an agreement has been made in accordance with paragraph (2)(b), grant to the lessee for the duration of the period mentioned in paragraph (2)(b), the whole of any of the deemed marine licences and such related statutory rights as may be so agreed.

(4) Where an agreement has been made in accordance with paragraph (1) or (3) references in this Order to the undertaker, except in paragraphs (7), (9), (12) and the first reference in paragraph (13) include references to the transferee or lessee.

(5) The undertaker must consult the Secretary of State before making an application for consent under this article by giving notice in writing of the proposed application.

(6) The Secretary of State must consult the MMO before giving consent to the transfer or grant to another person of the benefit of the provisions of the deemed marine licences.

(7) Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit, under paragraphs (1) or (3)—

- (a) the benefit transferred or granted (“the transferred benefit”) includes any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;
- (b) the transferred benefit resides exclusively with the transferee or, as the case may be, the lessee and the transferred benefit is not enforceable against the undertaker save in the case of a deemed marine licence transferred or granted in respect of any breach of an obligation by the undertaker which occurs prior to such transfer or grant or which occurs as a result of any activity carried out by the undertaker on behalf of the transferee; and
- (c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (1) or (3) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(8) The consent of the Secretary of State is required for the exercise of powers under paragraphs (2) or (3) except where—

- (a) the transferee or lessee is the holder of a licence under section 6 (licences authorising supply, etc) of the 1989 Act; or
- (b) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—
  - (i) no such claims have been made,
  - (ii) any such claim has been made and has been compromised or withdrawn,
  - (iii) compensation has been paid in final settlement of any such claim,
  - (iv) payment of compensation into court has taken place in lieu of settlement of any such claim, or
  - (v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable.

(9) Prior to any transfer or grant under this article taking effect, whether or not the consent of the Secretary of State is required, the undertaker must give notice in writing to the Secretary of State, and if such transfer or grant relates to the exercise of powers in their area, to the MMO and the relevant planning authority.

(10) The notice required under paragraphs (5) and (9) must—

- (a) state—
  - (i) the name and contact details of the person to whom the benefit of the provisions will be transferred or granted;
  - (ii) subject to paragraph (11), the date on which the transfer will take effect;
  - (iii) the provisions to be transferred or granted; and
  - (iv) the restrictions, liabilities and obligations that, in accordance with paragraph (7)(c), will apply to the person exercising the powers transferred or granted; and
  - (v) where paragraph (8) does not apply, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land.

(b) be accompanied by—

- (i) where relevant, a plan showing the works or areas to which the transfer or grant relates; and
- (ii) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.

(11) The date specified under paragraph (10)(a)(ii) in respect of a notice served in respect of paragraph (9) must not be earlier than the expiry of fourteen days from the date of the receipt of the notice.

(12) The notice given under paragraph (9) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

(13) Sections 72(7) and (8) of the 2009 Act (variation, suspension, revocation and transfer) do not apply to a transfer or grant of the whole of the benefit of the provisions of the deemed marine licences to another person by the undertaker pursuant to an agreement under paragraph (3) save that the MMO may amend any deemed marine licence granted under Schedule 11 or Schedule 12 of the Order to correct the name of the undertaker to the name of a transferee or lessee under this article 5 (benefit of the Order).

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#### Commencement Information

**I5** Art. 5 in force at 3.8.2023, see [art. 1](#)

### Application and modification of legislative provisions

**6.—(1)** The following provisions are modified to the extent specified, or do not apply, in relation to the construction or works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project—

- (a) Regulation 6 of the Hedgerows Regulations 1997<sup>(30)</sup> is modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j) the following—
  - “or
  - (k) for carrying out development which has been authorised by an order granting development consent pursuant to the Planning Act 2008.”
- (b) the provisions of the Neighbourhood Planning Act 2017<sup>(31)</sup> insofar as they relate to temporary possession of land under articles 28 (temporary use of land for carrying out the authorised project) and 29 (temporary use of land for maintaining the authorised project) of this Order.
- (c) the 2016 Regulations, to the extent that they require a permit for anything that would have required consent made under section 109 of the Water Resources Act 1991<sup>(32)</sup> immediately before the repeal of that section or for any activities defined under the 2016 Regulations as flood risk activities;
- (d) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 of the Water Resources Act 1991 that require consent or approval for the carrying out of works;
- (e) section 23 of the Land Drainage Act 1991<sup>(33)</sup> (prohibition of obstructions etc. in watercourses); and

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<sup>(30)</sup> S.I. 1997/1160.

<sup>(31)</sup> 2017 c. 20.

<sup>(32)</sup> 1991 c. 57.

<sup>(33)</sup> 1991 c. 59.



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- (f) the provisions of any byelaws made under section 66 of the Land Drainage Act 1991 (powers to make byelaws) that require consent or approval for the carrying out of works.
- (2) Nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) (requirement for environmental permit) of the 2016 Regulations.

#### Commencement Information

**I6** Art. 6 in force at 3.8.2023, see [art. 1](#)

#### Defence to proceedings in respect of statutory nuisance

7.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(**34**) (summary proceedings by persons aggrieved by statutory nuisances) in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance) no order is to be made, and no fine is to be imposed, under section 82(2) of that Act if—

- (a) the defendant shows that the nuisance—
- (i) relates to premises used by the undertaker for the purposes of or in connection with the construction, maintenance or decommissioning of the authorised project and that the nuisance is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction sites), or a consent given under section 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974(**35**); or
  - (ii) is a consequence of the construction, maintenance or decommissioning of the authorised project and that it cannot reasonably be avoided; or
- (b) the defendant shows that the nuisance—
- (i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and that the nuisance is attributable to the use of the authorised project which is being used in compliance with requirement 22 (control of noise during the operational phase); or
  - (ii) is a consequence of the use of the authorised project and that it cannot reasonably be avoided.

(2) Section 61(9) of the control of Pollution Act 1974 does not apply where the consent relates to the use of premises by the undertaker for purposes of or in connection with the construction, maintenance or decommissioning of the authorised project.

#### Commencement Information

**I7** Art. 7 in force at 3.8.2023, see [art. 1](#)

(34) 1990 c. 43. Section 82 was amended by section 107 and paragraph 6 of Schedule 17 to, the Environment Act (c. 25) and section 103 of the Clean Neighbourhoods and Environment Act 2005 (c. 16) and section 5(2) of the Noise and Statutory Nuisance Act 1993 (c. 40), and section 79 was amended by sections 101 and 102 of the Clean Neighbourhoods and Environment Act 2005 (c. 16), and by section 120 and paragraph 89 of Schedule 22 to the Environment Act 2005. There are other amendments to this Act which are not relevant to this Order.

(35) 1974 c. 40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55), paragraph 15 of Schedule 15 to the Environmental Protection Act 1990 (c. 43) and Schedule 24 to the Environment Act 1995 (c. 25). There are other amendments to the Act which are not relevant to the Order.



## PART 3

### STREETS

#### Street works

**8.**—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schedule 2 (streets subject to street works) as is within the Order limits and may—

- (a) break up or open the street, or any sewer, drain or tunnel within or under it;
- (b) tunnel or bore under the street;
- (c) place and keep apparatus in the street;
- (d) maintain apparatus in the street or change its position; and
- (e) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (d).

(2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(3) In this article “apparatus” has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act.

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#### Commencement Information

**18** Art. 8 in force at 3.8.2023, see [art. 1](#)

#### Application of the 1991 Act

**9.**—(1) The provisions of the 1991 Act mentioned in paragraph (2) that apply in relation to the carrying out of street works under that Act and any regulations made or code of practice issued or approved under those provisions apply (with all necessary modifications) in relation to—

- (a) the carrying out of works under article 8 (street works); and
- (b) the temporary closure, temporary alteration or temporary diversion of a street by the undertaker under article 10 (temporary closure of streets and public rights of way),

whether or not the carrying out of the works or the closure, alteration or diversion constitutes street works within the meaning of that Act.

(2) The provisions of the 1991 Act<sup>(36)</sup> are—

- (a) subject to paragraph (3), section 55 (notice of starting date of works);
- (b) section 57 (notice of emergency works);
- (c) section 60 (general duty of undertakers to co-operate);
- (d) section 68 (facilities to be afforded to street authority);
- (e) section 69 (works likely to affect other apparatus in the street);
- (f) section 76 (liability for cost of temporary traffic regulation);
- (g) section 77 (liability for cost of use of alternative route); and

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<sup>(36)</sup> Sections 55, 57, 60, 68 and 69 were amended by the Traffic Management Act 2004 (c. 18).

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(h) all provisions of that Act that apply for the purposes of the provisions referred to in subparagraphs (a) to (g).

(3) Section 55 of the 1991 Act as applied by paragraph (2) has effect as if references in section 57 of that Act to emergency works included a reference to a closure, alteration or diversion (as the case may be) required in a case of emergency.

#### Commencement Information

**19** Art. 9 in force at 3.8.2023, see [art. 1](#)

### Temporary closure and restriction of streets and public rights of way

**10.**—(1) The undertaker, during and for the purposes of carrying out the authorised project, may temporarily close, alter or divert any street or public right of way and may for any reasonable time—

- (a) divert the traffic or a class of traffic from the street or public right of way; and
- (b) subject to paragraph (3), prevent all persons from passing along the street or public right of way.

(2) Without limiting paragraph (1), the undertaker may for the purposes of carrying out the authorised project use any street or public right of way temporarily closed or restricted under the powers conferred by this article and within the Order limits as a temporary working site.

(3) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street or public right of way affected by the temporary closure, alteration or diversion of a street or public right of way under this article if there would otherwise be no such access.

(4) Without limiting paragraph (1), the undertaker may temporarily close, alter or divert the streets set out in column (10) of Schedule 3 (streets to be temporarily closed or restricted) to the extent specified, by reference to the letters and numbers shown on the streets plans, in column (2) of that Schedule.

- (5) The undertaker must not temporarily close, alter, divert or use as a temporary working site—
- (a) any street referred to in paragraph (4) without first consulting the street authority; and
  - (b) any other street or public right of way without the consent of the street authority, which may attach reasonable conditions to the consent.

(6) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) If a street authority fails to notify the undertaker of its decision within 56 days of receiving an application for consent under paragraph (5)(b) that street authority is deemed to have granted consent.

#### Commencement Information

**110** Art. 10 in force at 3.8.2023, see [art. 1](#)

### Closure and diversion of public rights of way and access land

**11.**—(1) The undertaker may, in connection with the carrying out of the authorised project—

- (a) temporarily close each of the public rights of way specified in column (1) of Part 1 of Schedule 4 (public rights of way to be closed or diverted and access land) to the extent

specified in column (2), by reference to the numbers and letters shown on the public rights of way plan;

- (b) permanently divert each of the public rights of way specified in column (1) of Part 2 Schedule 4 (public rights of way to be closed or diverted and access land) to the extent specified, in column (2) of that Schedule;
- (c) provide the substitute public rights of way to those diverted as described in column (3) of Part 2 of Schedule 4 (public rights of way to be closed or diverted and access land) between the specified terminus points;
- (d) temporarily divert each of the public rights of way specified in column (1) of Part 3 Schedule 4 (public rights of way to be closed or diverted and access land) to the extent specified, in column (2) of that Schedule;
- (e) provide the substitute public rights of way to those temporarily diverted for the duration of that diversion as described in column (3) of Part 3 of Schedule 4 (public rights of way to be closed or diverted and access land) between the specified terminus points; and
- (f) temporarily close, prohibit the use of or restrict the use of the access land specified in column (1) of Part 4 of Schedule 4 (public rights of way to be closed or diverted and access land) to the extent specified in column (2), by reference to the area shown on the public rights of way plan.

(2) The rights of access conferred by section 2 of the 2000 Act (rights of the public in relation to access land) are suspended in relation to any access land specified in column (1) of Part 4 of Schedule 4 (public rights of way to be closed or diverted and access land) to the extent specified in column (2), by reference to the area shown on the public rights of way plan.

(3) The period of suspension under paragraph (2) lasts for the period of the temporary closure.

**Commencement Information**

**I11** Art. 11 in force at 3.8.2023, see [art. 1](#)

**Access to works**

**12.**—(1) The undertaker may, for the purposes of the authorised project—

- (a) form, lay out and maintain a means of access, or improve or maintain an existing means of access, in the locations specified in columns (1) and (2) of Schedule 5 (access to works); and
- (b) with the approval of the relevant planning authority after consultation with the highway authority in accordance with requirement 11 (highway accesses), form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.

(2) If the relevant planning authority fails to notify the undertaker of its decision within 56 days of receiving an application for approval under paragraph (1)(b) that relevant planning authority is deemed to have granted approval.

**Commencement Information**

**I12** Art. 12 in force at 3.8.2023, see [art. 1](#)

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### Agreements with street authorities

- 13.**—(1) A street authority and the undertaker may enter into agreements with respect to—
- (a) any temporary closure, alteration or diversion of a street authorised by this Order; or
  - (b) the carrying out in the street of any of the works referred to in article 8(1) (street works).
- (2) Such agreement may, without prejudice to the generality of paragraph (1)—
- (a) make provision for the street authority to carry out any function under this Order which relates to the street in question;
  - (b) include an agreement between the undertaker and street authority specifying a reasonable time for the completion of the works; and
  - (c) contain such terms as to payment and otherwise as the parties consider appropriate.

#### Commencement Information

**I13** Art. 13 in force at 3.8.2023, see [art. 1](#)

### Power to alter layout etc. of streets

- 14.**—(1) Subject to paragraphs (2) and (3), the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with constructing, operating and maintaining the authorised development alter the layout of any street and, without limitation on the scope of this paragraph, the undertaker may—
- (a) alter the level or increase the width of the street including any kerb, footway, cycle track or verge; and
  - (b) make and maintain passing place(s).
- (2) The undertaker must restore any street that has been temporarily altered under this article to the reasonable satisfaction of the street authority.
- (3) The powers conferred by paragraph (1) must not be exercised without the consent of the street authority.
- (4) Paragraphs (2) and (3) do not apply where the undertaker is the street authority for a street in which the works are being carried out.

#### Commencement Information

**I14** Art. 14 in force at 3.8.2023, see [art. 1](#)

## PART 4

### SUPPLEMENTAL POWERS

#### Discharge of water

- 15.**—(1) Subject to paragraphs (3) and (4) below, the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may inspect, lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) is determined as if it were a dispute under section 106 of the Water Industry Act 1991<sup>(37)</sup> (right to communicate with public sewers).

(3) The undertaker must not discharge any water into any watercourse or public sewer drain, except with the consent of the person to whom it belongs; and such consent may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld.

(4) The undertaker must not carry out any works to any public sewer or drain pursuant to article 15(1) except—

- (a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and
- (b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker must not, in carrying out or maintaining works pursuant to this article damage or interfere with the bed or banks of any watercourse forming part of a main river as defined under section 113(1) of the Water Resources Act 1991.

(6) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(7) This article does not authorise any water discharge or groundwater activity for which an environmental permit is required by regulation 12 (requirement for an environmental permit) of the 2016 Regulations.

(8) In this article—

- (a) “public sewer or drain” means a sewer or drain which either belongs to a sewerage undertaker, the Environment Agency, an internal drainage board or a local authority or one which such body has permissive rights over; and
- (b) other expressions, excluding watercourse, used both in this article and in the 2016 Regulations have the same meaning as in those Regulations.

(9) If a person who receives an application for consent or approval fails to notify the undertaker of a decision within 56 days of receiving an application for consent under paragraph (3) or approval under paragraph (4)(a) that person is deemed to have granted consent or given approval, as the case may be.

#### Commencement Information

**I15** Art. 15 in force at 3.8.2023, see [art. 1](#)

### Protective work to buildings

**16.**—(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any building lying within the Order limits as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

- (a) at any time before or during the carrying out of any part of the authorised project in the vicinity of the building; or

<sup>(37)</sup> 1991 c. 56. Section 106 was amended by sections 35(8)(a) and 43(2) of and paragraph 1 of Schedule 2 to the Competition and Service (Utilities) Act 1992 (c. 43) and sections 36(2) and 99(2), (4), (5)(a), (5)(b), (5)(c) of the Water Act 2003 (c. 37) and section 32, and paragraph 16(1) of and Schedule 3 to the Flood and Water Management Act 2010 (c. 29).

(b) after the completion of that part of the authorised project in the vicinity of the building at any time up to the end of the period of five years beginning with the day on which that part of the authorised project is commissioned.

(3) For the purpose of determining how the powers under this article are to be exercised, the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage.

(4) For the purpose of carrying out protective works under this article to a building, the undertaker may (subject to paragraphs(5) and (6))—

- (a) enter the building and any land within its curtilage; and
- (b) where the works cannot be carried out reasonably conveniently without entering land that is adjacent to the building but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

- (a) a power under paragraph (1) to carry out protective works to a building;
- (b) a power under paragraph (3) to enter a building and land within its curtilage;
- (c) a power under paragraph (4)(a) to enter a building and land within its curtilage; or
- (d) a power under paragraph (4)(b) to enter land,

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise the power and, in a case falling within sub-paragraph (a) or (c), specifying the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (c) or (d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question of whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 39 (arbitration).

(7) The undertaker must compensate the owners and occupiers of any building or land in relation to which powers under this article have been exercised for any loss or damage arising to them by reason of the exercise of the powers.

(8) Where—

- (a) protective works are carried out under this article to a building; and
- (b) within the period of five years beginning with the day on which the part of the authorised project carried out in the vicinity of the building is commissioned it appears that the protective works are inadequate to protect the building against damage caused by the carrying out or use of that part of the authorised project,

the undertaker must compensate the owners and occupiers of the building for any loss or damage sustained by them.

(9) Nothing in this article relieves the undertaker from any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance).

(10) Any compensation payable under paragraph (7) or (8) must be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).

(11) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(12) In this article “protective works”, in relation to a building, means—

- (a) underpinning, strengthening and any other works the purpose of which is to prevent damage that may be caused to the building by the carrying out, maintenance or use of the authorised project; and
- (b) any works the purpose of which is to remedy any damage that has been caused to the building by the carrying out, maintenance or use of the authorised project.

#### Commencement Information

**I16** Art. 16 in force at 3.8.2023, see [art. 1](#)

#### Authority to survey and investigate the land onshore

**17.**—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or any land which may be affected by the authorised project and—

- (a) survey or investigate the land;
- (b) without prejudice to the generality of sub-paragraph (a), make trial holes or bore holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer, subsoil and groundwater and remove soil and groundwater samples;
- (c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land, including the digging of trenches; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes, bore holes or trenches.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner and occupier of the land.

(3) Any person entering land under this article on behalf of the undertaker—

- (a) must, if so required on entering the land, produce written evidence of their authority to do so; and
- (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes, bore holes or trenches.

(4) No trial holes, bore holes or trenches may be made under this article—

- (a) in land forming a railway without the consent of Network Rail<sup>(38)</sup>;
- (b) in land held by or in right of the Crown without the consent of the Crown;
- (c) in land located within the highway boundary without the consent of the highway authority; or
- (d) in a private street without the consent of the street authority,

but such consent must not be unreasonably withheld or delayed.

(5) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(6) If either a highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 56 days of receiving the application for consent—

- (a) under paragraph (4)(c) in the case of a highway authority; or
- (b) under paragraph (4)(d) in the case of a street authority;

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<sup>(38)</sup> As defined in Part 4 of Schedule 9 (Protection of Railway Interests).

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that authority is deemed to have granted consent.

(7) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

#### Commencement Information

**I17** Art. 17 in force at 3.8.2023, see [art. 1](#)

## PART 5

### POWERS OF ACQUISITION

#### Compulsory acquisition of land

**18.**—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised project, or to facilitate it, or as is incidental to it.

(2) This article is subject to article 20 (time limit for exercise of authority to acquire land compulsorily), article 21(2) (compulsory acquisition of rights etc.), article 25 (acquisition of subsoil only), article 27 (rights under or over streets), article 28 (temporary use of land for carrying out the authorised project) article 43 (crown rights) and Schedule 9 (protective provisions).

#### Commencement Information

**I18** Art. 18 in force at 3.8.2023, see [art. 1](#)

#### Compulsory acquisition of land: minerals

**19.** Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981 are incorporated in this Order, subject to the following modifications—

- (a) for “acquiring authority” substitute “undertaker”; and
- (b) for “undertaking” substitute “authorised project”.

#### Commencement Information

**I19** Art. 19 in force at 3.8.2023, see [art. 1](#)

#### Time limit for exercise of authority to acquire land compulsorily

**20.**—(1) After the end of the period of seven years beginning on the day on which this Order is made—

- (a) no notice to treat is to be served under Part 1 (compulsory purchase under the Acquisition of Land Act 1981) of the 1965 Act; and
- (b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 23 (application of the 1981 Act).



(2) The authority conferred by article 28 (temporary use of land for carrying out the authorised project) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

#### Commencement Information

**I20** Art. 20 in force at 3.8.2023, see [art. 1](#)

### Compulsory acquisition of rights etc.

**21.**—(1) Subject to paragraph (2), the undertaker may acquire compulsorily such rights over the Order land or impose such restrictive covenants affecting the Order land as may be required for any purpose for which that land may be acquired under article 18 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) Subject to the provisions of this paragraph, article 22 (private rights) and article 30 (statutory undertakers), in the case of the Order land specified in column (1) of Schedule 6 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of existing rights over land and the creation and acquisition of the new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column (2) of that Schedule.

(3) Subject to section 8 (other provisions as to divided land) of the 1965 Act, and Schedule 2A (counter-notice requiring purchase of land not in notice to treat) as substituted by paragraph 10 of Schedule 7 (modification of compensation and compulsory purchase enactments for creation of new rights), where the undertaker creates a new interest or acquires an existing right over land or imposes a restrictive covenant under paragraph (1) or (2), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 7 (modification of compensation and compulsory purchase enactments for creation of new rights) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of a restrictive covenant.

(5) In any case where the acquisition of new rights or imposition of a restriction under paragraph (1) or (2) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights and impose such restrictions to the statutory undertaker in question.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

(7) Subject to the modifications set out in Schedule 7 the enactments for the time being in force with respect to compensation for the compulsory purchase of land are to apply in the case of a compulsory acquisition under this Order in respect of a right by the creation of a new right or imposition of a restriction as they apply to the compulsory purchase of land and interests in land.

(8) Subject to article 43, so much of the special category land as is required for the purposes of exercising the powers acquired by the undertaker pursuant to this article is discharged from all rights, trusts and incidents to which it was previously subject, so far as their continuance would be inconsistent with the exercise of those rights.

### Commencement Information

**I21** Art. 21 in force at 3.8.2023, see [art. 1](#)

### Private Rights

**22.**—(1) Subject to the provisions of this article, all private rights and restrictions over land subject to compulsory acquisition under article 18 are extinguished—

- (a) as from the date of acquisition of the land, or of the right, or of the benefit of the restriction by the undertaker, whether compulsorily, by agreement or through the grant of a lease of the land by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry),

whichever is the earliest.

(2) Subject to the provisions of this article, all private rights and restrictions over land subject to the compulsory acquisition of rights or the imposition of restrictions under this Order are suspended and unenforceable or, where so notified by the undertaker, extinguished in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restriction—

- (a) as from the date of the acquisition of the right or the imposition of the restriction by the undertaker (whether the right is acquired compulsorily, by agreement or through the grant of a lease of the land by agreement); or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (powers of entry) in pursuance of the right,

whichever is the earliest.

(3) Subject to the provisions of this article, all private rights or restrictions over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) Subject to the provisions of this article, all private rights over any part of the Order land that is owned by, vested in or acquired by the undertaker are extinguished on commencement of any activity authorised by this Order which interferes with or breaches those rights and where the undertaker gives notice of such extinguishment.

(5) Any person who suffers loss by the extinguishment or suspension of any private right or restriction under this article is entitled to compensation in accordance with the terms of section 152 of the 2008 Act, to be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).

(6) This article does not apply in relation to any right to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 30 (statutory undertakers) applies.

(7) Paragraphs (1) to (3) have effect subject to—

- (a) any notice given by the undertaker before—
  - (i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictions over or affecting the land;
  - (ii) the undertaker's appropriation of the land;
  - (iii) the undertaker's entry onto the land; or
  - (iv) the undertaker's taking temporary possession of the land,

that any or all of those paragraphs do not apply to any right or restriction specified in the notice; or

(b) any agreement made at any time between the undertaker and the person in or to whom the right or restriction in question is vested, belongs or benefits.

(8) If an agreement referred to in paragraph (7)(b)—

(a) is made with a person in or to whom the right or restriction is vested, belongs or benefits; and

(b) is expressed to have effect also for the benefit of those deriving title from or under that person,

the agreement is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

(9) Reference in this article to private rights over land includes any right of way, trust, incident, easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support and include restrictions as to the user of land arising by virtue of a contract, agreement or undertaking having that effect.

#### Commencement Information

**I22** Art. 22 in force at 3.8.2023, see [art. 1](#)

#### Application of the 1981 Act

**23.**—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(2) The 1981 Act, as applied by paragraph (1), has effect with the following modifications.

(3) In section 1 (application of act), for subsection (2) substitute—

“(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.”

(4) In section 5(2) (earliest date for execution of declaration) omit the words from “and this subsection” to the end.

(5) Section 5A (time limit for general vesting declaration) is omitted<sup>(39)</sup>.

(6) In section 5B(1) (extension of time limit during challenge)<sup>(40)</sup> for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order the three year period mentioned in section 5A” substitute “section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent) the seven year period mentioned in article 20 (time limit for exercise of authority to acquire land compulsorily) of the Hornsea Four Offshore Wind Farm Order 2023”.

(7) In section 6 (notices after execution of declaration), in subsection (1)(b) for “section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981” substitute “section 134 (notice of authorisation of compulsory acquisition) of the Planning Act 2008”.

(8) In section 7 (constructive notice to treat), in subsection (1)(a), omit the words “(as modified by section 4 of the Acquisition of Land Act 1981)”.

(9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration)<sup>(41)</sup>, for paragraph 1(2) substitute—

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<sup>(39)</sup> Section 5A was inserted by section 182(2) of the Housing and Planning Act 2016 (c. 22).

<sup>(40)</sup> Inserted by section 202(2) of the Housing and Planning Act 2016 (c. 22).

<sup>(41)</sup> Inserted by paragraph 6 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).

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“(2) But see article 25(1) (acquisition of subsoil only) of the Hornsea Four Offshore Wind Farm Order 2023, which excludes the acquisition of subsoil only from this Schedule.”.

(10) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act as modified by article 26 (modification of Part 1 of the 1965 Act) to the compulsory acquisition of land under this Order.

#### Commencement Information

**I23** Art. 23 in force at 3.8.2023, see [art. 1](#)

#### Statutory authority to override easements and other rights

**24.**—(1) The carrying out or use of the authorised development and the doing of anything else authorised by this Order is authorised for the purpose specified in section 158(2) (nuisance: statutory authority) of the 2008 Act, notwithstanding that it involves—

- (a) an interference with an interest or right to which this article applies; or
- (b) a breach of a restriction as to use of land arising by virtue of contract.

(2) The undertaker must pay compensation to any person whose land is injuriously affected by—

- (a) an interference with an interest or right to which this article applies; or
- (b) a breach of a restriction as to use of land arising by virtue of contract,

authorised by virtue of this Order and the operation of section 158 (nuisance: statutory authority) of the 2008 Act.

(3) The interests and rights to which this article applies are any easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support and any restrictions as to the use of land arising by virtue of a contract.

(4) Subsection (2) of section 10 (further provision as to compensation for injurious affection) of the 1965 Act applies to paragraph (2) by virtue of section 152(5) of the 2008 Act (compensation in case where no right to claim in nuisance).

(5) Any rule or principle applied to the construction of section 10 of the 1965 Act must be applied to the construction of paragraph (2) (with any necessary modifications).

#### Commencement Information

**I24** Art. 24 in force at 3.8.2023, see [art. 1](#)

#### Acquisition of subsoil only

**25.**—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of article 18 (compulsory acquisition of land etc.) or article 21 (compulsory acquisition of rights etc.) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of land under paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil only—

- (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act as modified by Schedule 7 (modification of compensation and compulsory purchase enactments for creation of new rights);
  - (b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and
  - (c) Section 153(4A) (blighted land: proposed acquisition of part interest; material detriment test) of the Town and Country Planning Act 1990.
- (4) Paragraphs (2) and (3) do not apply where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or factory.

**Commencement Information**

**I25** Art. 25 in force at 3.8.2023, see [art. 1](#)

**Modification of Part 1 of the 1965 Act**

**26.**—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

- (2) In section 4A(1) (extension of time limit during challenge)**(42)**—
  - (a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute, “section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent)”; and
  - (b) for “the three year period specified in section 4” substitute “the seven year period mentioned in article 20 (time limit for exercise of authority to acquire land compulsorily) of the Hornsea Four Offshore Wind Farm Order 2023”.
- (3) In section 11A (powers of entry: further notices of entry)**(43)**—
  - (a) in subsection (1)(a), after “land” insert “under that provision”; and
  - (b) in subsection (2), after “land” insert “under that provision”.
- (4) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for “section 4 of this Act” substitute “article 20 (time limit for exercise of authority to acquire land compulsorily) of the Hornsea Four Offshore Wind Farm Order 2023”.

**Commencement Information**

**I26** Art. 26 in force at 3.8.2023, see [art. 1](#)

**Rights under or over streets**

**27.**—(1) The undertaker may enter on and appropriate so much of the subsoil of or air-space over any street within the Order limits as may be required for the purposes of the authorised project and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised project.

**(42)** Inserted by section 202(1) of the Housing and Planning Act 2016 (c. 22).

**(43)** Inserted by section 186(3) of the Housing and Planning Act 2016 (c. 22).

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(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) Compensation is not payable under paragraph (5) to any person who is an undertaker to whom section 85 (sharing cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

#### Commencement Information

I27 Art. 27 in force at 3.8.2023, see [art. 1](#)

### Temporary use of land for carrying out the authorised project

28.—(1) The undertaker may, in connection with the carrying out of the authorised project—

- (a) enter on and take temporary possession of—
  - (i) the land specified in columns (1) and (2) of Schedule 8 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (3) of that Schedule; and
  - (ii) any other Order land in respect of which no notice of entry has been served under section 11 (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) of the 1981 Act;
- (b) remove any buildings, agricultural plant and apparatus, drainage, fences, debris and vegetation from that land;
- (c) construct temporary works (including the provision of means of access and footpaths), haul roads, security fencing, bridges, services, signage, structures and buildings on that land;
- (d) use the land for the purposes of a working site with access to the working site in connection with the authorised project;
- (e) construct any works, or use the land, as specified in relation to that land in column 3 of Schedule 8 (land of which temporary possession may be taken), or any mitigation works;
- (f) construct such works on that land as are mentioned in Part 1 of Schedule 1 (authorised development); and
- (g) carry out mitigation works required pursuant to the requirements in Part 3 of Schedule 1 (authorised development).

(2) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.



(3) The undertaker must not remain in possession of any land under this article for longer than reasonably necessary and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article—

- (a) in the case of land specified in paragraph (1)(a)(i) after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (3) of Schedule 8 (land of which temporary possession may be taken); or
- (b) in the case of land specified in paragraph (1)(a)(ii) after the end of the period of one year beginning with the date of completion of the part of the authorised project for which temporary possession of the land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(4) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession or otherwise agreed with the owners of the land, the undertaker must before giving up possession of land of which temporary possession has been taken under this article, remove all works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—

- (a) replace any building, structure, drain or electric line removed under this article;
- (b) remove any drainage works installed by the undertaker under this article;
- (c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 2 (streets subject to street works) or any new footpath surface or other enhancements carried out under this article to any footpath or any improvements carried out under this article to any bridge;
- (d) remove any fencing or boundary treatments installed by the undertaker under this article to replace or enhance existing fencing or boundary treatments; or
- (e) restore the land on which any works have been carried out under paragraph (1)(g) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 1.

(5) The undertaker must pay compensation to the owners and occupiers of land which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article.

(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the carrying out of the authorised project, other than loss or damage for which compensation is payable under paragraph (5).

(8) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i) except that the undertaker is not precluded from—

- (a) acquiring new rights or imposing restrictive covenants over any part of that land under article 21 (compulsory acquisition of rights etc.) to the extent that such land is listed in column (1) of Schedule 6; or
- (b) acquiring any part of the subsoil (or rights in the subsoil) of that land under article 25 (acquisition of subsoil only).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

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(10) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

(11) Nothing in this article prevents the taking of temporary possession more than once in relation to any land specified in Schedule 8.

(12) Subject to article 43, so much of the special category land as is required for the purposes of exercising the powers pursuant to this article is temporarily discharged from all rights, trusts and incidents to which it was previously subject, so far as their continuance would be inconsistent with the exercise of those powers, and only for such time as any special category land is being used under this article.

(13) At any time where the undertaker has taken temporary possession of any part of the Driffield Navigation under this article, on the starting date specified in the notice given under paragraph (15) and for the duration specified in notice given under paragraph (15), the public right of navigation over that part of the Driffield Navigation is suspended and unenforceable against the Driffield Navigation Trust.

(14) Any person who suffers loss as a result of the suspension of any private right of navigation over the Driffield Navigation under this article is entitled to be paid compensation for such loss by the undertaker, to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(15) Not later than 28 days prior to the proposed start of any suspension of the public right of navigation over the Driffield Navigation under this article, the undertaker must give written notice to The Driffield Navigation Trust except in the case of an emergency when the undertaker must give such notice as is reasonably practicable.

(16) A notice given under paragraph (15) must provide details of the proposed suspension including particulars of the—

- (a) start date;
- (b) duration; and
- (c) affected area.

(17) Following receipt of a notice given under paragraph (15), The Driffield Navigation Trust must issue a notice to mariners within 14 days, giving the start date and other particulars of the suspension to which the notice relates, and that suspension will take effect on the date specified and as otherwise described in the notice.

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#### **Commencement Information**

**I28** Art. 28 in force at 3.8.2023, see [art. 1](#)

#### **Temporary use of land for maintaining the authorised project**

**29.**—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised project, the undertaker may—

- (a) enter on and take temporary possession of any of the Order land if such possession is reasonably required for the purpose of maintaining the authorised project;
- (b) enter on any of the Order land for the purpose of gaining such access as is reasonably required for the purpose of maintaining the authorised project; and
- (c) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.



- (2) Paragraph (1) does not authorise the undertaker to take temporary possession of—
- (a) any house or garden belonging to a house; or
  - (b) any building (other than a house) if it is for the time being occupied.
- (3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.
- (4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised project for which possession of the land was taken.
- (5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.
- (6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.
- (7) Any dispute as to a person’s entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.
- (8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised project, other than loss or damage for which compensation is payable under paragraph (6).
- (9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.
- (10) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).
- (11) In this article “the maintenance period” means the period of 5 years beginning with the date on which the authorised project first exports electricity to the national electricity transmission network, unless a different maintenance period is stated in the landscape management plan approved under requirement 8 or in the code of construction practice approved under requirement 18.
- (12) So much of the special category land as is required for the purposes of exercising the powers pursuant to this article is temporarily discharged from all rights, trusts and incidents to which it was previously subject, so far as their continuance would be inconsistent with the exercise of those powers, and only for such time as any special category land is being used under this article.
- (13) At any time where the undertaker has taken temporary possession of any part of the Driffield Navigation under this article, on the starting date specified in the notice given under paragraph (15) and for the duration specified in notice given under paragraph (15), the public right of navigation over that part of the Driffield Navigation is suspended and unenforceable against the Driffield Navigation Trust.
- (14) Any person who suffers loss as a result of the suspension of any private right of navigation over the Driffield Navigation under this article is entitled to be paid compensation for such loss by the undertaker, to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.
- (15) Not later than 28 days prior to the proposed start of any suspension of the public right of navigation over the Driffield Navigation under this article, the undertaker must give written notice to the Driffield Navigation Trust except in the case of an emergency when the undertaker must give such notice as is reasonably practicable.

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(16) A notice given under paragraph (15) must provide details of the proposed suspension including particulars of the—

- (a) start date;
- (b) duration; and
- (c) affected area.

(17) Following receipt of a notice given under paragraph (15), the Driffield Navigation Trust must issue a notice to mariners within 14 days, giving the starting date and other particulars of the suspension to which the notice relates, and that suspension will take effect on the date specified and as otherwise described in the notice.

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**Commencement Information**

**I29** Art. 29 in force at 3.8.2023, see [art. 1](#)

**Statutory undertakers**

**30.** Subject to the provisions of Schedule 9 (protective provisions) the undertaker may—

- (a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plans within the Order land and described in the book of reference; and
- (b) extinguish or suspend the rights of, or restrictions for the benefit of, or remove, relocate or reposition the apparatus belonging to statutory undertakers over or within the Order land.

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**Commencement Information**

**I30** Art. 30 in force at 3.8.2023, see [art. 1](#)

**Recovery of costs of new connections**

**31.—(1)** Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 30 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 30 (statutory undertakers), any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this paragraph—

“public communications provider” has the same meaning as in section 151(1) of the 2003 Act; and

“public utility undertaker” means a gas, water, electricity or sewerage undertaker.

**Commencement Information**

**I31** Art. 31 in force at 3.8.2023, see [art. 1](#)

## PART 6 OPERATIONS

### Operation of generating station

**32.—(1)** The undertaker is authorised to operate the generating station comprised in the authorised project.

(2) This article does not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required from time to time to authorise the operation of an electricity generating station.

**Commencement Information**

**I32** Art. 32 in force at 3.8.2023, see [art. 1](#)

### Deemed marine licences under the 2009 Act

**33.** The deemed marine licences set out in Schedules 11 (deemed marine licence under the 2009 Act — generation assets) and 12 (deemed marine licence under the 2009 Act — transmission assets) respectively, are deemed to be granted to the undertaker under Part 4 (marine licences) of the 2009 Act for the licensed marine activities set out in Part 1, and subject to the conditions set out in Part 2 of each of those Schedules.

**Commencement Information**

**I33** Art. 33 in force at 3.8.2023, see [art. 1](#)

## PART 7 MISCELLANEOUS AND GENERAL

### Application of landlord and tenant law

**34.—(1)** This article applies to—

- (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and
- (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person’s use.

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(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

- (a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;
- (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or
- (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

#### Commencement Information

**I34** Art. 34 in force at 3.8.2023, see [art. 1](#)

### Operational land for purposes of the 1990 Act

**35.** Development consent granted by this Order is treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as not being operational land).

#### Commencement Information

**I35** Art. 35 in force at 3.8.2023, see [art. 1](#)

### Felling or lopping of trees and removal of hedgerows

**36.—**(1) Subject to paragraph (3) and article 37 (trees subject to tree preservation orders) the undertaker may fell or lop or cut back the roots of any tree or shrub within or overhanging land within the Order limits or near any part of the authorised project, or cut back its roots, if the undertaker reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with onshore site preparation works, the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(2) The undertaker may, for the purpose of the authorised project—

- (a) remove any hedgerows within the Order limits and specified in Schedule 10, Part 1 (removal of hedgerows) that may be required for the purposes of carrying out the authorised project; and
- (b) remove the important hedgerows as are within the Order limits and specified in Schedule 10, Part 2 (removal of important hedgerows).

(3) In carrying out any activity authorised by paragraph (1), the undertaker must not do any unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(4) Any dispute as to a person's entitlement to compensation under paragraph (3), or as to the amount of compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) In this article “hedgerow” and “important hedgerow” have the same meaning as in the Hedgerows Regulations 1997<sup>(44)</sup>.

**Commencement Information**

**I36** Art. 36 in force at 3.8.2023, see [art. 1](#)

**Trees subject to tree preservation orders**

**37.**—(1) The undertaker may fell or lop or cut back the roots of any tree within or overhanging land within the Order limits subject to a tree preservation order as specified on the tree preservation order and hedgerow plan, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or interfering with onshore site preparation works the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(2) In carrying out any activity authorised by paragraph (1)—

- (a) the undertaker must do no unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and
- (b) the duty contained in section 206(1) (replacement of trees) of the 1990 Act does not apply.

(3) The authority given by paragraph (1) constitutes a deemed consent under the relevant tree preservation order.

(4) Any dispute as to a person’s entitlement to compensation under paragraph (2), or as to the amount of compensation, will be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

**Commencement Information**

**I37** Art. 37 in force at 3.8.2023, see [art. 1](#)

**Certification of plans and documents, etc.**

**38.**—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of the documents listed in Schedule 15 (documents to be certified) for certification that they are true copies of the documents referred to in this Order.

(2) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

(3) Where a plan or document certified under paragraph (1)—

- (a) refers to a provision of this Order (including any specified requirement) when it was in draft form; and
- (b) identifies that provision by number, or combination of numbers and letters, which is different from the number, or combination of numbers and letters by which the corresponding provision of this Order is identified in this Order as made;

the reference in the plan or document concerned must be construed for the purposes of this Order as referring to the provision (if any) corresponding to that provision in this Order as made.

<sup>(44)</sup> S.I. 1997/1160.

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**Commencement Information**

**I38** Art. 38 in force at 3.8.2023, see [art. 1](#)

**Arbitration**

**39.**—(1) Subject to article 42 (saving provisions for Trinity House), any difference under any provision of this Order, unless otherwise provided for, must be referred to and settled in arbitration in accordance with the rules at Schedule 14 (arbitration rules) of this Order, 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) For the avoidance of doubt, any matter for which the consent or approval of the Secretary of State or the Marine Management Organisation is required under any provision of this Order will not be subject to arbitration.

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**Commencement Information**

**I39** Art. 39 in force at 3.8.2023, see [art. 1](#)

**Requirements, appeals, etc.**

**40.**—(1) Where an application is made to, or a request is made of, the relevant planning authority or any other relevant person for any agreement or approval required or contemplated by any of the provisions of this Order, such agreement or approval must, if given, be given in writing and must not be unreasonably withheld or delayed.

(2) Part 4 of Schedule 1 (procedure for discharge of requirements) has effect in relation to all agreements or approvals granted, refused or withheld in relation to requirements included in Part 3 of that Schedule other than requirement 29.

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**Commencement Information**

**I40** Art. 40 in force at 3.8.2023, see [art. 1](#)

**Abatement of works abandoned or decayed**

**41.** Where any of Work Nos. 1, 2, 3 or 5 or all of them or any part of them, is abandoned or allowed to fall into decay the Secretary of State may, following consultation with the undertaker, issue a written notice requiring the undertaker at its own expense either to repair, make safe and restore one or any of those Works, or any relevant part of them, or to remove them or any relevant part and, without prejudice to any notice served under section 105(2) of the 2004 Act<sup>(45)</sup> restore the site to a safe and proper condition, to such an extent and within such limits as may be specified in the notice.

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**Commencement Information**

**I41** Art. 41 in force at 3.8.2023, see [art. 1](#)

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(45) Section 105(2) was substituted by section 69(3) of the Energy Act 2008 (c. 32).

## Saving provisions for Trinity House

42. Nothing in this Order prejudices or derogates from any of the rights, duties or privileges of Trinity House.

### Commencement Information

I42 Art. 42 in force at 3.8.2023, see [art. 1](#)

## Crown rights

43.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any lessee or licensee to take, use, enter upon or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

- (a) belonging to His Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;
- (b) belonging to His Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or
- (c) belonging to a government department or held in trust for His Majesty for the purposes of a government department without the consent in writing of that government department.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any Crown land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

(3) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and is deemed to have been given in writing where it is sent electronically.

### Commencement Information

I43 Art. 43 in force at 3.8.2023, see [art. 1](#)

## Protective provisions

44. Schedule 9 (protective provisions) has effect.

### Commencement Information

I44 Art. 44 in force at 3.8.2023, see [art. 1](#)

## Funding

45.—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any land unless it has first put in place either—

- (a) a guarantee and the amount of that guarantee approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land; or



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(b) an alternative form of security and the amount of that security for that purpose approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land.

(2) The provisions are—

- (a) article 18 (compulsory acquisition of land);
- (b) article 21 (compulsory acquisition of rights etc.);
- (c) article 22 (private rights);
- (d) article 25 (acquisition of subsoil only);
- (e) article 27 (rights under or over streets);
- (f) article 28 (temporary use of land for carrying out the authorised project);
- (g) article 29 (temporary use of land for maintaining the authorised project); and
- (h) article 30 (statutory undertakers).

(3) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation under this Order is to be treated as enforceable against the guarantor or person providing the alternative form of security by any person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

(4) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

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**Commencement Information**

**I45** Art. 45 in force at 3.8.2023, see [art. 1](#)

**Amendment and modification of statutory provisions**

**46.** The Dogger Bank Creyke Beck Offshore Wind Farm Order 2015 is amended for the purposes of this Order only as set out in Schedule 13 (modifications to the Dogger Bank Creyke Beck Offshore Wind Farm Order 2015).

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**Commencement Information**

**I46** Art. 46 in force at 3.8.2023, see [art. 1](#)

**Service of notices**

**47.—(1)** A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (6) to (8), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.



(3) For the purposes of section 7 of the Interpretation Act 1978<sup>(46)</sup> (references to service by post) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address and otherwise—

- (a) in the case of the secretary of clerk of that body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at that time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having an interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by the description of “owner”, or as the case may be “occupier” of the land (describing it); and
- (b) either leaving it in the hands of the person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven days of receipt that the recipient requires a paper copy of all or any part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of an electronic transmission by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

(10) In this article “legible in all material respects” means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.

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**Commencement Information**

**I47** Art. 47 in force at 3.8.2023, see [art. 1](#)

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<sup>(46)</sup> 1978 c. 30. Section 7 was amended by paragraph 19 of Schedule 10 to the Road Traffic Regulation Act 1984 (c. 27).

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### **Modification of Section 106 agreements relating to land**

**48.** The undertaker will not be bound by any obligation which would fall on any owner or occupier of land which is bound by any of the section 106 agreements.

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**Commencement Information**

**I48** Art. 48 in force at 3.8.2023, see [art. 1](#)

### **Compensation provisions**

**49.** Schedule 16 (compensation to protect the coherence of the national site network) has effect.

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**Commencement Information**

**I49** Art. 49 in force at 3.8.2023, see [art. 1](#)

Signed by authority of the Secretary of State for Energy Security and Net Zero

12th July 2023

*David Wagstaff*  
Deputy Director Energy Infrastructure Planning  
Department for Energy Security and Net Zero

# SCHEDULES

## SCHEDULE 1

Article 2

### AUTHORISED PROJECT

#### PART 1

#### AUTHORISED DEVELOPMENT

1. A nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act which is located in the North Sea 69 kilometres due east of Flamborough Head at its closest point, comprising—

*Work No. 1—*

- (a) (a) an offshore wind turbine generating station with a gross electrical output of over 100 megawatts comprising up to 180 wind turbine generators, each fixed to the seabed by one of monopile foundations, mono suction bucket foundations or jacket foundations;
- (b) (b) one offshore accommodation platform fixed to the seabed within the area shown on the offshore works plan by one of monopile foundations, mono suction bucket foundations, gravity base structures, box-type gravity base structures or jacket foundations, and which offshore accommodation platform may be connected to one of the offshore substations within Work No. 2 by a bridge link; and
- (c) (c) a network of cables between the wind turbine generators, and between the wind turbine generators and Work No. 2, including one or more cable crossings;

and associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising—

*Work No. 2—*

- (a) (a) up to six small offshore transformer substations each fixed to the seabed by one of monopile foundations, mono suction bucket foundations, gravity base structures, box-type gravity base structures or jacket foundations, and which may be connected to each other or the offshore accommodation platform within Work No. 1(b) by a bridge link; or
- (b) (b) up to three large offshore transformer substations each fixed to the seabed by one of monopile foundations, mono suction bucket foundations, jacket foundations, box-type gravity base structures, pontoon gravity base type 1 structures, or pontoon gravity base type 2 structures, and which may be connected to each other or the offshore accommodation platform within Work No. 1(b) by a bridge link;
- (c) (c) in the event that the mode of transmission is HVDC, either up to three large HVDC converter substations or up to six small HVDC converter substations fixed to the seabed by one of monopile foundations, mono suction bucket foundations, jacket foundations, gravity base structures, box-type gravity base structures, pontoon gravity base type 1 structures, or pontoon gravity base type 2 structures;
- (d) (d) a network of interconnector cables;

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- (e) (e) up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No. 5 consisting of offshore export cables along routes within the Order limits seaward of MLWS including one or more cable crossings; and
- (f) (f) up to eight temporary horizontal directional drilling exit pits and associated cofferdams;

*Work No. 3— in the event that the mode of transmission is HVAC—*

- (a) (a) up to three offshore HVAC booster stations fixed to the seabed within the area shown on the offshore works plan by one of monopile foundations, mono suction bucket foundations, jacket foundations, gravity base structures, pontoon gravity base type 1 structures or pontoon gravity base type 2 structures; and
- (b) (b) up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No. 5 consisting of offshore export cables along routes within the Order limits seaward of MHWS including one or more cable crossings;

*Work No. 4— a temporary work area associated with Work No. 2 and Work No. 3 for vessels to carry out anchoring and positioning alongside Work No. 2 or Work No. 3;*

#### **Between MHWS and MLWS and in the East Riding of Yorkshire**

*Work No. 5- up to six cable circuits and associated electrical circuit ducts between Work No. 2 and Work No. 6.*

#### **In the East Riding of Yorkshire**

*Work No. 6— connection works consisting of—*

- (a) up to eight horizontal directional drilling launch pits;
- (b) up to six underground cable circuits and associated electrical circuit ducts to Work No. 7;
- (c) up to eight transition joint bays;
- (d) onshore construction works;
- (e) up to 240 link boxes; and
- (f) up to 240 joint bays;

*Work No. 7—works consisting of—*

- (a) an onshore HVDC/HVAC substation;
- (b) an energy balancing infrastructure;
- (c) up to six cable circuits and electrical circuit ducts;
- (d) vehicular access tracks and footpaths;
- (e) a water attenuation feature;
- (f) landscaping; and
- (g) onshore construction works;

*Work No. 8— connection works consisting of up to four underground cable circuits and electrical circuit ducts between Work No. 7 and the Creyke Beck National Grid substation, including a connection above ground and electrical engineering works within or around the National Grid substation buildings and compound, and onshore construction works.*

*Work No. 9— temporary works as follows—*

- (a) temporary vehicular access tracks;
- (b) temporary works area to support the construction activities in Work No. 7;

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- (c) temporary logistics compounds to support the construction of Work Nos. 5, 6, 7, and 8; and
- (d) temporary construction ramp;

Work No. 10—

- (a) vehicular access tracks to serve Work No. 7, and footpaths; and
- (b) an extension to a layby.

In connection with such Work Nos. 1 to 5 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock, split pipe system, and/or concrete mattresses;
- (c) cable crossings;
- (d) the removal of material from the seabed within the Order limits required for the construction of Work Nos. 1 to 5 and the disposal within Work No. 1 of up to 7,211,601 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin and within Work Nos. 2, 3 and 4 up to 4,105,735 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling, seabed preparation for foundation works, cable installation preparation works (such as sandwave clearance and boulder clearance) and excavation of horizontal directional drilling pits; and
- (e) removal of static fishing equipment;

and in connection with such Work Nos. 6 to 10 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (a) ramps, bridges, means of access and footpaths and footpath enhancement;
- (b) bunds, embankments, swales, landscaping, signage, fencing and boundary treatments;
- (c) habitat creation and enhancement;
- (d) joint bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable marker, tiles and tape, and lighting and other works associated with cable laying;
- (e) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems and culverting;
- (f) works to alter the position of apparatus, including mains, sewers, drains and cables;
- (g) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (h) landscaping and related works;
- (i) other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised project;
- (j) works for the benefit or protection of land affected by the authorised project;
- (k) working sites in connection with the construction of the authorised project, construction lay down areas and compounds, storage compounds and their restoration; and
- (l) enhancement.

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### Commencement Information

**150** Sch. 1 Pt. 1 para. 1 in force at 3.8.2023, see [art. 1](#)

**2.** The grid coordinates for that part of the authorised project which is seaward of MHWS are specified below—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	54° 2' 7.166" N	0° 12' 58.381" W	68	53° 59' 17.868" N	1° 17' 11.556" E
2	54° 2' 7.022" N	0° 12' 48.680" W	69	53° 58' 55.615" N	1° 16' 14.402" E
3	54° 2' 28.905" N	0° 12' 23.610" W	70	53° 58' 54.680" N	1° 16' 10.907" E
4	54° 3' 4.330" N	0° 9' 20.564" W	71	53° 58' 54.305" N	1° 16' 7.041" E
5	54° 3' 2.961" N	0° 8' 57.136" W	72	53° 58' 48.150" N	1° 9' 3.489" E
6	54° 3' 46.646" N	0° 6' 22.355" W	73	53° 58' 49.099" N	1° 8' 56.253 E
7	54° 3' 55.011" N	0° 6' 0.668" W	74	53° 59' 33.340" N	1° 5' 22.618" E
8	54° 4' 5.592" N	0° 5' 7.239" W	75	53° 59' 16.728" N	1° 0' 29.597" E
9	54° 4' 7.120" N	0° 4' 56.079" W	76	53° 59' 10.802" N	0° 59' 53.488" E
10	54° 4' 7.947" N	0° 4' 12.149" W	77	53° 59' 0.241" N	0° 59' 7.651" E
11	54° 4' 7.646" N	0° 4' 2.450" W	78	53° 58' 58.446" N	0° 58' 57.385" E
12	54° 3' 39.131" N	0° 1' 17.603" E	79	53° 58' 53.673" N	0° 57' 53.130" E
13	54° 3' 36.602" N	0° 1' 19.983" E	80	53° 58' 53.613" N	0° 57' 45.865" E
14	54° 3' 36.653" N	0° 1' 27.388" E	81	53° 58' 54.420" N	0° 57' 26.213" E
15	54° 3' 37.742" N	0° 1' 33.117" E	82	53° 58' 58.248" N	0° 56' 45.174" E
16	54° 3' 31.432" N	0° 2' 43.501" E	83	53° 59' 56.956" N	0° 50' 1.171" E
17	54° 3' 21.791" N	0° 4' 54.431" E	84	54° 0' 12.504" N	0° 48' 1.381" E
18	54° 3' 20.107" N	0° 5' 29.470" E	85	54° 0' 12.515" N	0° 47' 27.367" E
19	54° 3' 20.504" N	0° 5' 36.188" E	86	54° 0' 13.296" N	0° 46' 40.673" E
20	54° 3' 29.852" N	0° 6' 6.995" E	87	54° 0' 12.634" N	0° 46' 30.459" E
21	54° 4' 17.513" N	0° 8' 11.780" E	88	54° 0' 11.415" N	0° 46' 24.233" E
22	54° 4' 19.804" N	0° 8' 20.650" E	89	53° 59' 39.945" N	0° 44' 55.026" E
23	54° 4' 29.084" N	0° 9' 5.618" E	90	53° 59' 33.773" N	0° 44' 35.130" E
24	54° 4' 30.902" N	0° 9' 18.035" E	91	53° 59' 28.402" N	0° 44' 15.020" E
25	54° 4' 31.360" N	0° 9' 29.006" E	92	53° 59' 26.858" N	0° 44' 5.508" E
26	54° 4' 30.770" N	0° 11' 14.823" E	93	53° 59' 23.738" N	0° 43' 35.842" E
27	54° 4' 41.436" N	0° 13' 46.313" E	94	53° 59' 23.191" N	0° 42' 42.267" E
28	54° 4' 51.664" N	0° 18' 10.115" E	95	53° 59' 23.584" N	0° 42' 32.090" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
29	54° 4' 49.674" N	0° 22' 20.794" E	96	53° 59' 29.653" N	0° 41' 39.599" E
30	54° 4' 34.602" N	0° 25' 8.241" E	97	53° 59' 31.433" N	0° 41' 30.497" E
31	54° 3' 47.343" N	0° 28' 41.594" E	98	53° 59' 34.340" N	0° 41' 20.783" E
32	54° 3' 29.522" N	0° 29' 45.309" E	99	54° 1' 11.539" N	0° 37' 38.060" E
33	54° 3' 12.983" N	0° 30' 41.496" E	100	54° 1' 53.954" N	0° 30' 4.210" E
34	54° 3' 11.866" N	0° 30' 46.755" E	101	54° 1' 55.082" N	0° 29' 58.960" E
35	54° 2' 29.831" N	0° 38' 16.384" E	102	54° 2' 16.836" N	0° 28' 45.068" E
36	54° 2' 28.252" N	0° 38' 27.328" E	103	54° 2' 34.272" N	0° 27' 42.729" E
37	54° 2' 25.710" N	0° 38' 37.464" E	104	54° 3' 14.191" N	0° 24' 52.548" E
38	54° 2' 22.467" N	0° 38' 46.275" E	105	54° 3' 28.906" N	0° 22' 9.330" E
39	54° 0' 46.742" N	0° 42' 25.062" E	106	54° 3' 30.827" N	0° 18' 25.085" E
40	54° 0' 44.114" N	0° 42' 47.823" E	107	54° 3' 25.965" N	0° 15' 11.395" E
41	54° 0' 44.168" N	0° 42' 53.983" E	108	54° 3' 10.152" N	0° 11' 26.334" E
42	54° 0' 37.964" N	0° 43' 8.166" E	109	54° 3' 9.658" N	0° 11' 1.640" E
43	54° 0' 33.962" N	0° 43' 31.109" E	110	54° 3' 10.393" N	0° 9' 39.559" E
44	54° 0' 51.704" N	0° 44' 6.496" E	111	54° 3' 7.676" N	0° 9' 26.386" E
45	54° 0' 57.175" N	0° 44' 19.901" E	112	54° 3' 13.846" N	0° 8' 47.985" E
46	54° 1' 20.169" N	0° 45' 45.285" E	113	54° 1' 59.146" N	0° 5' 34.054" E
47	54° 1' 22.890" N	0° 46' 0.288" E	114	54° 1' 59.193" N	0° 5' 24.927" E
48	54° 1' 33.372" N	0° 47' 34.265" E	115	54° 2' 1.399" N	0° 4' 39.525" E
49	54° 1' 33.357" N	0° 48' 6.711" E	116	54° 2' 14.627" N	0° 1' 34.678" E
50	54° 1' 32.702" N	0° 48' 19.691" E	117	54° 2' 13.616" N	0° 1' 29.370" E
51	54° 1' 26.938" N	0° 49' 8.341" E	118	54° 2' 9.931" N	0° 1' 16.745" W
52	54° 1' 15.588" N	0° 50' 33.236" E	119	54° 1' 43.569" N	0° 0' 7.896" W
53	54° 0' 17.357" N	0° 57' 13.969" E	120	54° 1' 31.663" N	0° 0' 25.766" W
54	54° 0' 15.266" N	0° 57' 36.824" E	121	54° 1' 7.679" N	0° 1' 51.463" W
55	54° 0' 14.766" N	0° 57' 48.644" E	122	54° 1' 0.011" N	0° 2' 21.082" W
56	54° 0' 17.493" N	0° 58' 26.081" E	123	54° 1' 0.055" N	0° 4' 18.699" W
57	54° 0' 27.621" N	0° 59' 10.323" E	124	54° 1' 25.632" N	0° 12' 25.517" W
58	54° 0' 36.596" N	1° 0' 6.568" E	125	54° 1' 41.883" N	0° 12' 50.086" W
59	54° 0' 53.351" N	1° 4' 59.324" E	126	54° 1' 39.112" N	0° 12' 50.078" W
60	54° 2' 51.236" N	1° 8' 18.052" E	127	54° 1' 39.246" N	0° 12' 59.069" W
61	54° 7' 24.985" N	0° 59' 54.702" E	128	54° 1' 39.257" N	0° 12' 59.850" W

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Point ID	Latitude (DMS)	Longitude (DMS)	Point ID	Latitude (DMS)	Longitude (DMS)
62	54° 9' 13.497" N	1° 0' 43.850" E	129	54° 1' 39.742" N	0° 12' 59.821" W
63	54° 10' 49.480" N	0° 58' 21.782" E	130	54° 1' 39.731" N	0° 12' 59.103" W
64	54° 12' 37.143" N	0° 58' 31.095" E	131	54° 1' 43.547" N	0° 12' 59.118" W
65	54° 12' 17.413" N	1° 12' 18.263" E	132	54° 1' 43.811" N	0° 12' 59.860" W
66	54° 4' 13.012" N	1° 30' 5.270" E	133	54° 2' 7.201" N	0° 13' 0.387" W
67	53° 59' 15.598" N	1° 17' 20.651" E			

#### Commencement Information

**I51** Sch. 1 Pt. 1 para. 2 in force at 3.8.2023, see [art. 1](#)

## PART 2

### ANCILLARY WORKS

1. Works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—
- temporary landing places, moorings or other means of accommodating or anchoring vessels in the construction and/or maintenance of the authorised development;
  - marking buoys, beacons, fenders and other navigational warning or ship impact protection works; and
  - temporary works for the benefit or protection of land or structures affected by the authorised development.

#### Commencement Information

**I52** Sch. 1 Pt. 2 para. 1 in force at 3.8.2023, see [art. 1](#)

## PART 3

### REQUIREMENTS

#### Time limits

1. The authorised project must not be commenced after the expiration of seven years beginning with the date this Order comes into force.

#### Commencement Information

**I53** Sch. 1 Pt. 3 para. 1 in force at 3.8.2023, see [art. 1](#)



## Detailed offshore design parameters

2.—(1) The total number of wind turbine generators comprised in the authorised project must not exceed 180.

(2) Subject to sub-paragraph (3), each wind turbine generator forming part of the authorised project must not—

- (a) exceed a height of 370 metres when measured from LAT to the tip of the vertical blade;
- (b) exceed a rotor diameter of 305 metres;
- (c) be less than 42.43 metres from LAT to the lowest point of the rotating blade; and
- (d) be less than 810 metres from the nearest wind turbine generator in all directions.

(3) The minimum distance in sub-paragraph (2)(d) between each wind turbine generator is to be measured from the centre point of the wind turbine generator.

(4) Wind turbine generator foundation structures forming part of the authorised project must be one of either monopile foundations, mono suction bucket foundations or jacket foundations.

(5) No wind turbine generator—

- (a) jacket foundations employing pin piles forming part of the authorised project may—
  - (i) have a pin pile diameter of greater than four metres; and
  - (ii) employ more than 16 pin piles per jacket foundation; and
- (b) monopile foundation forming part of the authorised project may have a diameter greater than 15 metres.

(6) The total combined seabed footprint area for wind turbine generator foundations must not exceed—

- (a) 302,180 square metres excluding scour protection; and
- (b) 985,240 square metres including scour protection.

(7) The wind turbine generators comprised in the authorised project must be constructed in accordance with the parameters set out in the pro-rata annex.

### Commencement Information

**I54** Sch. 1 Pt. 3 para. 2 in force at 3.8.2023, see [art. 1](#)

3.—(1) The total number of offshore electrical installations and offshore accommodation platforms must not exceed ten, consisting of a combination of no more than—

- (a) six small offshore transformer substations;
- (b) three large offshore transformer substations;
- (c) three offshore HVAC booster stations;
- (d) six small offshore HVDC converter stations;
- (e) three large offshore HVDC converter stations; and
- (f) one offshore accommodation platform.

(2) The dimensions of any small offshore transformer substation (including auxiliary structures, such as a helipad, crane, lightning protection, but excluding masts, radar and antennae) forming part of the authorised project must not exceed—

- (a) 100 metres in height when measured from LAT;
- (b) 90 metres in length; and

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- (c) 90 metres in width.
- (3) The dimensions of any large offshore transformer substation (including auxiliary structures, such as a helipad, crane, lightning protection, but excluding masts, radar and antennae) forming part of the authorised project must not exceed—
  - (a) 100 metres in height when measured from LAT;
  - (b) 180 metres in length; and
  - (c) 90 metres in width.
- (4) The dimensions of any offshore HVAC booster station (including auxiliary structures, such as a helipad, crane, lightning protection, but excluding masts, radar and antennae) forming part of the authorised project must not exceed—
  - (a) 100 metres in height when measured from LAT;
  - (b) 90 metres in length; and
  - (c) 90 metres in width.
- (5) The dimensions of any small offshore HVDC converter substation (including auxiliary structures, such as a helipad, crane, lightning protection, but excluding masts, radar and antennae) forming part of the authorised project must not exceed—
  - (a) 90 metres in height when measured from LAT;
  - (b) 100 metres in length; and
  - (c) 100 metres in width.
- (6) The dimensions of any large offshore HVDC converter substation (including auxiliary structures, such as a helipad, crane, lightning protection, but excluding masts, radar and antennae) forming part of the authorised project must not exceed—
  - (a) 100 metres in height when measured from LAT;
  - (b) 180 metres in length; and
  - (c) 90 metres in width.
- (7) The dimensions of any offshore accommodation platform forming part of the authorised project must not exceed—
  - (a) 64 metres in height when measured from LAT;
  - (b) 60 metres in length; and
  - (c) 60 metres in width.
- (8) Offshore accommodation platform foundation structures forming part of the authorised project must be one of either monopile foundations, mono suction bucket foundations, gravity base structures, jacket foundations or box-type gravity base structures.
- (9) Offshore electrical installation foundation structures forming part of the authorised project must be one of the following foundation options—
  - (a) for small offshore transformer substations and offshore HVAC booster stations either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base structures or box-type gravity base structures; and
  - (b) for large offshore transformer substations and offshore HVDC converter stations either monopile foundations, mono suction bucket foundations, jacket foundations, box-type gravity base structures, gravity base structures, pontoon gravity base type 1 structures, or pontoon gravity base type 2 structures.
- (10) No offshore electrical installation or offshore accommodation platform—
  - (a) jacket foundation employing pin piles forming part of the authorised project may—

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- (i) have a pin pile diameter of greater than four metres; and
  - (ii) employ more than 16 pin piles per jacket foundation; and
- (b) monopile foundation forming part of the authorised project may have a diameter greater than 15 metres.
- (11) The total seabed footprint area for offshore accommodation platform foundations must not exceed—
- (a) 5,625 square metres excluding scour protection; and
  - (b) 30,625 square metres including scour protection.
- (12) The total seabed footprint area for offshore electrical installation foundations must not exceed—
- (a) 101,250 square metres excluding scour protection; and
  - (b) 371,250 square metres including scour protection.
- (13) The total number of gravity base structures may not exceed ten for offshore electrical installations and offshore accommodation platforms.
- (14) The offshore electrical installations and offshore accommodation platform comprised in the authorised project must be constructed in accordance with parameters set out in the pro-rata annex.
- (15) A bridge link forming part of the authorised development must be installed at a minimum height of 20 metres when measured from LAT.

**Commencement Information**

**I55** Sch. 1 Pt. 3 para. 3 in force at 3.8.2023, see [art. 1](#)

4. The total volume of scour protection for wind turbine generators, offshore accommodation platform and offshore electrical installations may not exceed 2,172,040 cubic metres and must be in accordance with the pro-rata annex.

**Commencement Information**

**I56** Sch. 1 Pt. 3 para. 4 in force at 3.8.2023, see [art. 1](#)

- 5.—(1) The number of cable circuits must not exceed six.
- (2) The cables comprising Work No. 1(c) must not—
- (a) exceed 600 kilometres in length; and
  - (b) be subject to cable protection with an area greater than 624,000 square metres.
- (3) The cables comprising Work No. 2(d) must not—
- (a) exceed 90 kilometres in length; and
  - (b) be subject to cable protection with an area greater than 94,000 square metres.
- (4) The cables comprising Work No. 2(e) must not—
- (a) exceed 654 kilometres in length; and
  - (b) be subject to cable protection with an area greater than 792,000 square metres.
- (5) The total number of the cable crossings must not exceed—
- (a) 32 within the area of Work Nos. 1 and 2(d); and
  - (b) 54 within the area utilised for Work No. 2(e);

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unless otherwise agreed with the MMO.

(6) The total volume of cable protection must not exceed 2,042,000 cubic metres with a maximum footprint of 2,058,000 square metres.

(7) The cables and cable circuits comprised in the authorised development must be constructed in accordance with the parameters set out in the pro-rata annex.

#### Commencement Information

**I57** Sch. 1 para. 5 in force at 3.8.2023, see [art. 1](#)

#### Commencement Information

**I54** Sch. 1 Pt. 3 para. 2 in force at 3.8.2023, see [art. 1](#)

**I55** Sch. 1 Pt. 3 para. 3 in force at 3.8.2023, see [art. 1](#)

**I56** Sch. 1 Pt. 3 para. 4 in force at 3.8.2023, see [art. 1](#)

**I57** Sch. 1 para. 5 in force at 3.8.2023, see [art. 1](#)

#### Biodiversity net gain

**6.**—(1) No stage of the connection works in Work No. 7 may commence until a net gain strategy (which must accord with the outline net gain strategy) in relation to that stage has been submitted to and approved by the relevant planning authority, in consultation with the relevant SNCBs.

(2) The net gain strategy must be implemented as approved.

#### Commencement Information

**I58** Sch. 1 para. 6 in force at 3.8.2023, see [art. 1](#)

#### Detailed design approval onshore

**7.**—(1) Construction of Work No. 7(a) and (b) may not commence until detailed plans and drawings of—

- (a) the layout;
- (b) scale;
- (c) proposed finished ground levels;
- (d) external appearance and materials;
- (e) hard surfacing materials;
- (f) vehicular and pedestrian access, parking and circulation areas;
- (g) minor structures, such as furniture, refuse or other storage units, signs and lighting;
- (h) proposed and existing functional services above and below, ground, including drainage, power and communications cables and pipelines, manholes and supports; and
- (i) means to control operational noise from Work No. 7 to a level no greater than 5dB above representative background (LA90,T) at the nearest identified noise sensitive receptors;

relating to that work of the authorised project have been submitted to and approved by the relevant planning authority.

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(2) The details submitted under sub-paragraph (1) must be in accordance with the outline design plan.

(3) The details submitted under sub-paragraph (1) must be subject to a design review process carried out by an independent design review panel to the satisfaction of the relevant planning authority.

(4) Work No. 7(a) and (b) must be carried out in accordance with the approved details.

(5) Work No. 7(a) and (b) may not commence until confirmation of the choice of HVDC or HVAC or a combination of both has been provided to the relevant planning authority, either before, or at the same time as, the details referred to in sub-paragraph (1).

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**Commencement Information**

**I59** Sch. 1 para. 7 in force at 3.8.2023, see [art. 1](#)

**Provision of landscaping**

**8.**—(1) No stage of the connection works may commence until a written landscape management plan and associated work programme (which accords with the outline landscape management plan and outline ecological management plan) for that stage of the connection works has been submitted to and approved by the relevant planning authority in consultation with the relevant SNCBs and Historic England.

(2) The landscape management plan must include details of—

- (a) surveys, assessments and method statements as guided by BS 5837 and the Hedgerows Regulations 1997;
- (b) location, number, species, size and planting density of any proposed planting;
- (c) cultivation, importing of materials and other operations to ensure plant establishment; and
- (d) implementation timetables for the relevant stage of the landscaping works.

(3) The landscape management plan must be carried out as approved.

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**Commencement Information**

**I60** Sch. 1 para. 8 in force at 3.8.2023, see [art. 1](#)

**Implementation and maintenance of landscaping**

**9.**—(1) All landscape works must be carried out in accordance with the landscape management plans approved under requirement 8 (provision of landscaping), and in accordance with the relevant recommendations of appropriate British Standards.

(2) Unless otherwise stated in the approved landscape management plan or enhancement strategy approved under requirement 23, any tree or shrub planted as part of an approved landscape management plan that, within a period of five years after planting, is removed by the undertaker, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless otherwise approved by the relevant planning authority.

(3) Unless otherwise stated in the approved landscape management plan or enhancement strategy, within a period of five years after completion of the planting of the approved landscape works comprising Work No. 7(f), a landscape management and maintenance plan for Work No. 7(f) must be submitted to and approved by the relevant planning authority.

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(4) The landscape management and maintenance plan for Work No. 7(f) must include details of the management and maintenance of Work No. 7(f) until the connection works are decommissioned in accordance with the onshore decommissioning plan approved under requirement 25 (onshore decommissioning).

(5) The landscape management and maintenance plan for Work No. 7(f) must be carried out as approved.

**Commencement Information**

**I61** Sch. 1 para. 9 in force at 3.8.2023, see [art. 1](#)

**Ecological management plan**

**10.**—(1) No stage of the connection works may commence until a written ecological management plan (which accords with the outline ecological management plan and the relevant recommendations of appropriate British Standards) for that stage of the connection works reflecting the survey results and ecological mitigation has been submitted to and approved by the relevant planning authority in consultation with the relevant SNCBs and (where works have potential to impact wetland habitats) the Environment Agency.

(2) The ecological management plan must include an implementation timetable for the relevant stage of the connection works and must be carried out as approved.

**Commencement Information**

**I62** Sch. 1 para. 10 in force at 3.8.2023, see [art. 1](#)

**Highway accesses**

**11.**—(1) Construction of any new permanent or temporary means of access to a highway, or alteration, or use of an existing means of access to a highway, must not commence until an access plan for that access has been submitted to and approved by the relevant highway authority.

(2) The access plan must include details of the siting, design, layout, visibility splays, access management measures, lighting, signing, safety measures and a maintenance programme relevant to the access it relates to.

(3) The highway accesses (including visibility splays) must be constructed and maintained in accordance with the approved details.

**Commencement Information**

**I63** Sch. 1 para. 11 in force at 3.8.2023, see [art. 1](#)

**Fencing and other means of permanent enclosure**

**12.**—(1) No stage of the connection works may commence until details of all proposed permanent fences, walls or other means of enclosure of that stage of the connection works have been submitted to and approved by the relevant planning authority.

(2) The details submitted under paragraph (1) must be in accordance with the outline design plan.

(3) Any approved permanent fencing in relation to the connection works in Work No. 7 must be completed before those works are brought into use and must be maintained until the connection

works are decommissioned in accordance with the onshore decommissioning plan approved under requirement 25 (onshore decommissioning).

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**Commencement Information**

**I64** Sch. 1 para. 12 in force at 3.8.2023, see [art. 1](#)

### Temporary fencing and other temporary means of enclosure

**13.**—(1) The details of any temporary fences, walls, or other means of enclosure required for the construction of the connection works must be included in the code of construction practice approved under requirement 18 (which must accord with the outline code of construction practice).

(2) All construction sites must remain securely enclosed at all times during construction of the connection works in accordance with the details approved under sub-paragraph (1) above.

(3) The temporary fencing or other temporary means of enclosure must be removed on completion of that stage of the connection works to the satisfaction of the relevant planning authority.

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**Commencement Information**

**I65** Sch. 1 para. 13 in force at 3.8.2023, see [art. 1](#)

### Surface and foul water drainage

**14.**—(1) No stage of the connection works may commence until written details of the surface and (if any) foul water drainage system (including means of pollution control) (which must accord with the outline onshore infrastructure drainage strategy) for the construction of that stage of the connection works have, after consultation with the relevant sewerage and drainage authorities and the Environment Agency, been submitted to and approved by the lead local flood authority.

(2) No stage of the connection works may commence operation until written details of the surface and (if any) foul water drainage system (including means of pollution control) for that stage of the connection works have, after consultation with the relevant sewerage and drainage authorities and the Environment Agency, been submitted to and approved by the lead local flood authority.

(3) The surface and foul water drainage system must be constructed, operated and maintained in accordance with the approved details.

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**Commencement Information**

**I66** Sch. 1 para. 14 in force at 3.8.2023, see [art. 1](#)

### Contaminated land and groundwater scheme

**15.**—(1) No stage of the connection works or Work No. 5 may commence until a written scheme to deal with the contamination of any land (including groundwater) of that stage of the connection works or Work No. 5 within the Order limits that is likely to cause significant harm to persons or pollution of controlled waters or the environment has been submitted to, and approved by, the relevant planning authority in consultation with the Environment Agency and, to the extent that the plan relates to the intertidal area, the MMO.

(2) The scheme must include an investigation and assessment report, to identify the extent of any contamination and the remedial measures to be taken for that stage to render the land fit for its

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intended purpose, together with a management plan which sets out long-term measures with respect to any contaminants remaining on the site.

(3) Such remediation as may be identified in the approved scheme must be carried out in accordance with the approved scheme.

#### Commencement Information

**I67** Sch. 1 para. 15 in force at 3.8.2023, see [art. 1](#)

### Surface water

**16.**—(1) No stage of the connection works in Work No. 7 may commence until, in respect of that installation, a detailed surface water scheme has been prepared in consultation with the relevant sewerage and drainage authorities and the Environment Agency and submitted to and approved by the lead local flood authority.

(2) The detailed surface water schemes must accord with the outline onshore infrastructure drainage strategy and—

- (a) be based on sustainable drainage principles;
- (b) include an assessment of the hydrological and hydrogeological context of the connection works in Work No. 7; and
- (c) include detailed designs of a surface water drainage scheme.

(3) Construction of the connection works in Work No. 7 must be carried out in accordance with the approved scheme.

#### Commencement Information

**I68** Sch. 1 para. 16 in force at 3.8.2023, see [art. 1](#)

### Onshore archaeology

**17.**—(1) No stage of the connection works or Work No. 5 may commence until a written scheme of archaeological investigation (which must accord with the outline written scheme of investigation for onshore archaeology) for that stage of the connection works or Work No. 5 has been submitted to and approved by the relevant planning authority in consultation with Historic England.

(2) Archaeological investigations carried out as part of onshore site preparation works must only take place in accordance with a specific written scheme of investigation (which must accord with the outline written scheme of investigation for onshore archaeology) which has been submitted to and approved by the relevant planning authority in consultation with Historic England.

(3) All archaeological investigations (other than archaeological investigations carried out as part of onshore site preparation works referred to in sub-paragraph (2)) must be carried out in accordance with the written scheme of archaeological investigation approved under sub-paragraph (1).

(4) The archaeological site investigations and post investigation assessment must be completed in accordance with the programme set out in the written scheme of archaeological investigation and provision made for analysis, publication and dissemination of results and archive deposition.

#### Commencement Information

**I69** Sch. 1 para. 17 in force at 3.8.2023, see [art. 1](#)



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### Code of construction practice

**18.**—(1) No stage of the connection works, Work No. 2 (f) or Work No. 5 may commence until a code of construction practice (which must accord with the outline code of construction practice but may not include the outline construction traffic management plan in the event that the outline construction traffic management plan has been, or is in the process of being, approved separately pursuant to requirement 19) for that stage of the connection works has been submitted to and approved by the relevant planning authority, in consultation with the Environment Agency, the relevant SNCBs and, if applicable, the MMO.

(2) All connection works must be undertaken in accordance with the relevant approved code of construction practice.

#### Commencement Information

**I70** Sch. 1 para. 18 in force at 3.8.2023, see [art. 1](#)

### Construction traffic management plan

**19.**—(1) No stage of the connection works or Work No. 5 may commence until written details of a construction traffic management plan (which accords with the outline construction traffic management plan) for that stage of the connection works or Work No. 5 has been submitted to and approved by the relevant planning authority in consultation with the relevant highway authorities (and approved by Network Rail in accordance with paragraph 5 of Part 4 of Schedule 9).

(2) The construction traffic management plan must be implemented as approved.

#### Commencement Information

**I71** Sch. 1 para. 19 in force at 3.8.2023, see [art. 1](#)

### European protected species onshore

**20.**—(1) No stage of the connection works may commence until final pre-construction survey work has been carried out to establish whether a European protected species is present on any of the land affected, or likely to be affected, by that stage of the connection works or in any of the trees to be lopped or felled as part of that stage of the connection works.

(2) Where a European protected species is shown to be present, the relevant stage(s) of the connection works must not begin until, after consultation with the relevant SNCBs and the relevant planning authority, a scheme of protection and mitigation measures has been submitted to and approved by the relevant planning authority or a European protected species licence granted by Natural England.

(3) The connection works must be carried out in accordance with the approved scheme.

(4) In this Requirement, “European Protected Species” has the same meaning as in regulations 42 and 46 of the Conservation of Habitats and Species Regulations 2017<sup>(47)</sup>.

#### Commencement Information

**I72** Sch. 1 para. 20 in force at 3.8.2023, see [art. 1](#)

(47) [S.I. 2017/1012](#).

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### Restoration of land used temporarily for construction

**21.** Any land landward of MLWS within the Order limits which is used temporarily for construction of the connection works and not ultimately incorporated in permanent works or approved landscaping, must be reinstated in accordance with such details as have been submitted to and approved by the relevant planning authority in consultation with, where appropriate, the MMO, and the relevant highway authority, as soon as reasonably practicable and in any event within twelve months of completion of the connection works.

#### Commencement Information

**I73** Sch. 1 para. 21 in force at 3.8.2023, see [art. 1](#)

### Control of noise during operational phase

**22.**—(1) Work Nos. 7(a), (b) and (c) commence operations until a noise management plan (NMP) for those works has been submitted to and approved by the relevant planning authority.

(2) The NMP must set out the particulars of—

- (a) any necessary noise attenuation and mitigation measures to be taken to minimise noise resulting from Work No. 7, including any noise limits; and
- (b) a scheme for monitoring attenuation and mitigation measures provided under subparagraph (a) which must include—
  - (i) the circumstances under which noise will be monitored;
  - (ii) the locations at which noise will be monitored;
  - (iii) the method of noise measurement (which must be in accord with BS 4142:2014+A1:2019, an equivalent successor standard or other agreed noise measurement methodology appropriate to the circumstances); and
  - (iv) a complaints procedure.

(3) The NMP must be implemented as approved.

#### Commencement Information

**I74** Sch. 1 para. 22 in force at 3.8.2023, see [art. 1](#)

### Enhancement strategy

**23.**—(1) No stage of the connection works may commence until written details of an enhancement strategy (which accords with the outline enhancement strategy) for that stage of the connection works has been submitted to and approved by the relevant planning authority.

(2) The enhancement strategy must be implemented as approved.

#### Commencement Information

**I75** Sch. 1 para. 23 in force at 3.8.2023, see [art. 1](#)

## Ministry of Defence radar mitigation

**24.**—(1) No wind turbine generator forming part of the authorised development is permitted to rotate its rotor blades on its horizontal axis until the Secretary of State, having consulted with the Ministry of Defence, confirms satisfaction that appropriate mitigation will be implemented and maintained for the life of the authorised development and that arrangements have been put in place with the Ministry of Defence to ensure that the approved mitigation is implemented.

(2) For the purposes of this requirement—

“appropriate mitigation” means measures to prevent or remove any unacceptable effects which the authorised development will have on air defence radar capability of Remote Radar Head (RRH) Staxton Wold and the Ministry of Defence’s air surveillance and control operations that it supports;

“approved mitigation” means the detailed Radar Mitigation Scheme (RMS) that will set out the appropriate measures and timescales for implementation as agreed with the Ministry of Defence at the time the Secretary of State confirms satisfaction in accordance with subparagraph (1); and

“Ministry of Defence” means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY or any successor body.

(3) The undertaker must thereafter comply with all other obligations contained within the approved mitigation for the life of the authorised development.

### Commencement Information

**I76** Sch. 1 para. 24 in force at 3.8.2023, see [art. 1](#)

## Onshore decommissioning

**25.**—(1) Within three months of the permanent cessation of operation of the connection works an onshore decommissioning plan must be submitted to the relevant planning authority for approval unless otherwise agreed by the relevant planning authority.

(2) The relevant planning authority must provide its decision on the onshore decommissioning plan required under requirement [25\(1\)](#) within three months of submission of such plan unless otherwise agreed by the relevant planning authority and the undertaker.

(3) The onshore decommissioning plan must be implemented as approved.

### Commencement Information

**I77** Sch. 1 para. 25 in force at 3.8.2023, see [art. 1](#)

## Employment and skills plan

**26.**—(1) No stage of the connection works may commence until for that stage an employment and skills plan (which accords with the outline employment and skills plan) in relation to the authorised development has been submitted to and approved by the relevant planning authority.

(2) The employment and skills plan must be implemented as approved.

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**Commencement Information**

**I78** Sch. 1 para. 26 in force at 3.8.2023, see [art. 1](#)

**Energy balancing infrastructure safety management**

**27.**—(1) Work No. 7(b) must not commence until an energy balancing infrastructure HazID report (which accords with the outline energy balancing infrastructure HazID report) has been submitted to and approved by the relevant planning authority.

(2) The energy balancing infrastructure HazID report must be implemented as approved.

**Commencement Information**

**I79** Sch. 1 para. 27 in force at 3.8.2023, see [art. 1](#)

**Stages of authorised development**

**28.**—(1) The authorised development may not be commenced until a written scheme setting out the stages of construction of the authorised project has been submitted to and approved by the relevant planning authority, in relation to the connection works, or the MMO, in relation to works seaward of MHWS.

(2) The stages of construction referred to in sub-paragraph (1) must not permit the authorised development to be constructed in more than one overall phase.

(3) The scheme must be implemented as approved.

**Commencement Information**

**I80** Sch. 1 para. 28 in force at 3.8.2023, see [art. 1](#)

**Claxby Radar Mitigation**

**29.**—(1) No wind turbine generator blades forming part of the authorised development may be installed until the Secretary of State, having consulted with NATS, has confirmed satisfaction that appropriate mitigation will be implemented and maintained for the required period and that arrangements have been put in place with NATS to ensure that the approved mitigation is implemented and in operation prior to installation of the wind turbine blades.

(2) The undertaker must thereafter comply with the obligations contained within the approved mitigation for the required period.

(3) For the purposes of this requirement—

“appropriate mitigation” means measures to mitigate any adverse effects which the operation of the authorised development will have on the primary surveillance radar at Claxby and NATS’ associated air traffic (surveillance and control) services/operations during the required period;

“approved mitigation” means the detailed Primary Radar Mitigation Scheme setting out the appropriate mitigation approved by the Secretary of State and confirmed in accordance with sub-paragraph (1);

“NATS” means NATS (En-Route) Plc (company number 04219273) or any successor body;

“the required period” means the shorter of—

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- (a) the operational life of the authorised development; and
- (b) the period ending on the date notified to the Secretary of State by the undertaker and confirmed by NATS being the date on which NATS no longer requires the appropriate mitigation to be in place.

.....  
**Commencement Information**

**181** Sch. 1 para. 29 in force at 3.8.2023, see [art. 1](#)

**Requirement for written approval**

**30.** Where the approval, agreement or confirmation of the Secretary of State, the relevant planning authority or another person is required under a requirement, that approval, agreement or confirmation must be given in writing.

.....  
**Commencement Information**

**182** Sch. 1 para. 30 in force at 3.8.2023, see [art. 1](#)

**Amendments to approved details**

**31.—(1)** With respect to any requirement which requires the authorised project to be carried out in accordance with the details approved by the relevant planning authority or another organisation or body, the approved details must be carried out as approved unless an amendment or variation is previously agreed by the relevant planning authority or that other organisation or body in accordance with sub-paragraph (2).

(2) Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the relevant planning authority or that other organisation or body that the subject matter of the agreement sought is unlikely to give rise to any materially greater environmental effects from those assessed in the environmental statement.

(3) The approved details must be taken to include any amendments that may subsequently be approved by the relevant planning authority or that other person.

.....  
**Commencement Information**

**183** Sch. 1 para. 31 in force at 3.8.2023, see [art. 1](#)

## PART 4

### PROCEDURE FOR DISCHARGE OF REQUIREMENTS

#### Interpretation

1. In this Part of this Schedule, “discharging authority” means—

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- (a) any body responsible for giving any consent, agreement or approval required by a requirement included in Part 3 of this Schedule, or for giving any consent, agreement or approval further to any document referred to in any such requirement; or
- (b) the local authority in the exercise of its functions set out in sections 60 (control of noise on construction sites) and 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974 subsequently referred to as “the 1974 Act”(48).

#### Commencement Information

**184** Sch. 1 Pt. 4 para. 1 in force at 3.8.2023, see [art. 1](#)

#### Applications made under requirements

2.—(1) Where an application has been made to the discharging authority for any consent, agreement or approval required by a requirement contained in Part 3 of this Schedule, or for any consent, agreement or approval further to any document referred to in any such requirement, the discharging authority must give notice to the undertaker of its decision on the application within a period of eight weeks beginning with—

- (a) the day immediately following that on which a valid application is received by the discharging authority (such validity to be confirmed by the discharging authority within five days of receipt of the application); or
- (b) where further information is requested under paragraph 3 the day immediately following that on which the further information has been supplied by the undertaker, or such longer period as may be agreed in writing by the undertaker and the discharging authority.

(2) In determining any application made to the discharging authority for any consent, agreement or approval required by a requirement contained in Part 3 of this Schedule, the discharging authority may—

- (a) give or refuse its consent, agreement or approval; or
- (b) give its consent, agreement or approval either subject to reasonable conditions, or unconditionally,

and where consent, agreement or approval is refused or granted subject to conditions the discharging authority must provide its reasons for that decision with the notice of the decision.

#### Commencement Information

**185** Sch. 1 Pt. 4 para. 2 in force at 3.8.2023, see [art. 1](#)

#### Further information regarding requirements

3.—(1) In relation to any application referred to in paragraph 2, the discharging authority may request such further information from the undertaker as it considers necessary to enable it to consider the application.

(2) If the discharging authority considers that further information is necessary and the requirement concerned contained in Part 3 of this Schedule does not specify that consultation with a consultee is required, the discharging authority must, within ten working days of receipt of the application, notify the undertaker in writing specifying the further information required.

(48) 1974 c. 40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55), Schedule 15 to the Environmental Protection Act 1990 (c. 43) and Schedule 24 to the Environment Act 1995 (c. 25).

(3) If the requirement concerned contained in Part 3 of this Schedule specifies that consultation with a consultee is required, the discharging authority must issue the application to the consultee within five working days of receipt of the application, and notify the undertaker in writing specifying any further information requested by the consultee within five working days of receipt of such a request.

(4) If the discharging authority does not give the notification within the period specified in sub-paragraph (2) or (3) it (and the consultee, as the case may be) is deemed to have sufficient information to consider the application and is not entitled to request further information without the prior agreement of the undertaker.

#### Commencement Information

**186** Sch. 1 Pt. 4 para. 3 in force at 3.8.2023, see [art. 1](#)

### Appeals

4.—(1) Where a person (“the applicant”) makes an application to a discharging authority, the applicant may appeal to the Secretary of State in the event that—

- (a) the discharging authority refuses an application for any consent, agreement or approval required by—
  - (i) a requirement contained in Part 3 of this Schedule; or
  - (ii) a document referred to in any requirement contained in Part 3 of this Schedule;
- (b) the discharging authority does not determine such an application within the time period set out in paragraph 2(1), or grants it subject to conditions;
- (c) the discharging authority issues a notice further to sections 60 (control of noise on construction sites) or 61 (prior consent for work on construction sites) of the 1974 Act;
- (d) on receipt of a request for further information pursuant to paragraph 3 of this Part of this Schedule, the applicant considers that either the whole or part of the specified information requested by the discharging authority is not necessary for consideration of the application; or
- (e) on receipt of any further information requested, the discharging authority notifies the applicant that the information provided is inadequate and requests additional information which the applicant considers is not necessary for consideration of the application.

(2) The appeal process is as follows—

- (a) any appeal by the applicant must be made within 42 days of the date of the notice of the decision or determination, or (where no determination has been made) the expiry of the time period set out in paragraph 2(1), giving rise to the appeal referred to in sub-paragraph (1);
- (b) the applicant must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the discharging authority and any consultee specified under the relevant requirement contained in Part 3 of this Schedule;
- (c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to consider the appeal (“the appointed person”) and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for the attention of the appointed person should be sent;
- (d) the discharging authority and any consultee (if applicable) must submit their written representations together with any other representations to the appointed person in respect of the appeal within 20 working days of the start date specified by the appointed person



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and must ensure that copies of their written representations and any other representations as sent to the appointed person are sent to each other and to the applicant on the day on which they are submitted to the appointed person;

- (e) the applicant must make any counter-submissions to the appointed person within 20 working days of receipt of written representations pursuant to sub-paragraph (d) above; and
- (f) the appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable after the end of the 20 day period for counter-submissions under sub-paragraph (e).

(3) The appointment of the appointed person pursuant to sub-paragraph 4(2)(c) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) In the event that the appointed person considers that further information is necessary to enable the appointed person to consider the appeal the appointed person must as soon as practicable notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(5) Any further information required pursuant to sub-paragraph (4) must be provided by the party from whom the information is sought to the appointed person and to the other appeal parties by the date specified by the appointed person. The appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within ten working days of the date specified by the appointed person, but must otherwise be in accordance with the process and time limits set out in sub-paragraphs 4(2)(c) to (e).

(6) On an appeal under this paragraph, the appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary any part of the decision of the discharging authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the appointed person in the first instance.

(7) The appointed person may proceed to a decision on an appeal taking into account such written representations as have been sent within the relevant time limits and in the sole discretion of the appointed person such written representations as have been sent outside of the relevant time limits.

(8) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(9) The decision of the appointed person on an appeal is final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for a judicial review.

(10) If an approval is given by the appointed person pursuant to this Part of this Schedule, it is deemed to be an approval for the purpose of Part 3 of this Schedule as if it had been given by the discharging authority. The discharging authority may confirm any determination given by the appointed person in identical form in writing, but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(11) Save where a direction is given pursuant to sub-paragraph (12) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person are to be met by the applicant.

(12) On application by the discharging authority or the applicant, the appointed person may give directions as to the costs of the appeal and as to the parties by whom the costs of the appeal are to be



paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to relevant guidance on the Planning Practice Guidance website or any official circular or guidance which may from time to time replace it.

**Commencement Information**

**187** Sch. 1 Pt. 4 para. 4 in force at 3.8.2023, see [art. 1](#)

SCHEDULE 2

Article 8

STREETS SUBJECT TO STREET WORKS

**Commencement Information**

**188** Sch. 2 in force at 3.8.2023, see [art. 1](#)

<i>(1)</i> <i>Street subject to street works</i>	<i>(2)</i> <i>Extent of works</i>
Unnamed Road	Between the reference points 1a and 1b and shaded Green on sheet 1 of the streets plan
Sands Road	Between the reference points 1c and 1d and shaded Brown on sheet 1 of the streets plan
Private Access	Between the reference points 2a, 2b and 2c and shaded Brown on sheets 1 and 2 of the streets plan
Bridlington Road	Between the reference points 3a and 3b and shaded Green on sheets 2 and 3 of the streets plan
Gransmoor Road	Between the reference points 4a and 4b and shaded Green on sheets 3 and 4 of the streets plan
Private Access	Between the reference points 5a and 5b and shaded Brown on sheet 4 of the streets plan
Private Access	Between the reference points 6a and 6b and shaded Brown on sheet 4 of the streets plan
Private Access	Between the reference points 7a and 7b and shaded Brown on sheet 4 of the streets plan
Private Access	Between the reference points 8a and 8b and shaded Brown on sheets 4 and 5 of the streets plan
Lissett Lane	Between the reference points 8c and 8d and shaded Green on sheets 4 and 5 of the streets plan
Private Access	Between the reference points 9a and 9b and shaded Brown on sheet 5 of the streets plan

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(1) <i>Street subject to street works</i>	(2) <i>Extent of works</i>
Private Access	Between the reference points 10a and 10b and shaded Brown on sheet 6 of the streets plan
Gembling Lane	Between the reference points 11a and 11b and shaded Green on sheet 6 of the streets plan
Old Howe Lane	Between the reference points 12a and 12b and shaded Green on sheets 6 and 7 of the streets plan
Main Street	Between the reference points 13a and 13b and shaded Green on sheet 7 of the streets plan
Private Access	Between the reference points 14a and 14b and shaded Brown on sheet 7 of the streets plan
Private Access	Between the reference points 15a and 15b and shaded Brown on sheet 8 of the streets plan
Private Access	Between the reference points 16a and 16b and shaded Brown on sheet 8 of the streets plan
Cowslams Lane	Between the reference points 16c and 16d and shaded Green on sheet 8 of the streets plan
B1249	Between the reference points 17a and 17b and shaded Green on sheets 8 and 9 of the streets plan
B1249	Between the reference points 17c and 17d and shaded Green on sheets 8 and 9 of the streets plan
Private Access	Between the reference points 18a and 18b and shaded Brown on sheets 8 and 9 of the streets plan
B1249	Between the reference points 18c and 18d and shaded Green on sheets 8 and 9 of the streets plan
Private Access	Between the reference points 19a and 19b and shaded Brown on sheet 10 of the streets plan
Rotsea Lane	Between the reference points 20a and 20b and shaded Green on sheet 11 of the streets plan
Rotsea Lane	Between the reference points 20c and 20d and shaded Green on sheet 11 of the streets plan
Private Access	At reference point 20e and shaded Brown on sheet 11 of the streets plan
Private Access	Between the reference points 21a and 21b and shaded Brown on sheet 12 of the streets plan
Private Access	Between the reference points 22a and 22b and shaded Brown on sheet 12 of the streets plan
Carr Lane	Between the reference points 23a and 23b and shaded Green on sheet 13 of the streets plan

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(1) <i>Street subject to street works</i>	(2) <i>Extent of works</i>
Carr Lane	Between the reference points 24a and 24b and shaded Green on sheet 14 of the streets plan
Wilfholme Road	Between the reference points 25a and 25b and shaded Green on sheet 14 of the streets plan
Beswick Road	Between the reference points 26a and 26b and shaded Green on sheet 15 of the streets plan
Station Road	Between the reference points 27a and 27b and shaded Green on sheet 16 of the streets plan
A164	Between the reference points 28a and 28b and shaded Green on sheet 16 of the streets plan
Station Road	Between the reference points 29a and 29b and shaded Green on sheet 16 of the streets plan
A164	Between the reference points 30a and 30b and shaded Green on sheet 17 of the streets plan
Private Access	Between the reference points 31a and 31b and shaded Brown on sheet 17 of the streets plan
Private Access	Between the reference points 32a and 32b and shaded Brown on sheet 17 of the streets plan
Private Access	Between the reference points 33a and 33b and shaded Brown on sheet 18 of the streets plan
Private Access	Between the reference points 34a and 34b and shaded Brown on sheet 18 of the streets plan
Old Road	Between the reference points 34c and 34d and shaded Green on sheet 18 of the streets plan
Miles Lane	Between the reference points 35a and 35b and shaded Green on sheet 19 of the streets plan
Miles Lane	Between the reference points 35c and 35d and shaded Green on sheet 19 of the streets plan
Miles Lane	Between the reference points 36a and 36b and shaded Green on sheet 19 of the streets plan
Rose Lane	Between the reference points 37a and 37b and shaded Green on sheets 19 and 20 of the streets plan
Private Access	Between the reference points 38a and 38b and shaded Brown on sheet 20 of the streets plan
A1035	Between the reference points 39a and 39b and shaded Green on sheet 21 of the streets plan
Dogkennel Lane	Between the reference points 40a and 40b and shaded Green on sheet 21 of the streets plan

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(1) <i>Street subject to street works</i>	(2) <i>Extent of works</i>
York Road	Between the reference points 41a and 41b and shaded Green on sheet 22 of the streets plan
York Road	Between the reference points 41c and 41d and shaded Green on sheet 22 of the streets plan
A1079	Between the reference points 42a and 42b and shaded Green on sheets 22 and 23 of the streets plan
Newbald Road	Between the reference points 43a and 43b and shaded Green on sheet 23 of the streets plan
Newbald Road	Between the reference points 43c and 43d and shaded Green on sheet 23 of the streets plan
Private Access	Between the reference points 44a and 44b and shaded Brown on sheet 23 of the streets plan
B1230	Between the reference points 45a and 45b and shaded Green on sheets 23 and 24 of the streets plan
Private Access	Between the reference points 46a and 46b and shaded Brown on sheet 24 of the streets plan
Copplesflat Lane	Between the reference points 47a and 47b and shaded Green on sheet 25 of the streets plan
Copplesflat Lane	Between the reference points 48a and 48b and shaded Green on sheet 25 of the streets plan
Copplesflat Lane	Between the reference points 49a and 49b and shaded Green on sheets 25 and 26 of the streets plan
Copplesflat Lane	Between the reference points 50a and 50b and shaded Green on sheets 25 and 26 of the streets plan
A164	Between the reference points 51a and 51b and shaded Green on sheets 25 and 26 of the streets plan
A164	Between the reference points 51c and 51d and shaded Green on sheets 25 and 26 of the streets plan
Private Access	Between the reference points 52a and 52b and shaded Brown on sheet 26 of the streets plan
Private Access	Between the reference points 53a and 53b and shaded Brown on sheet 28 of the streets plan
Private Access	Between the reference points 54a and 54b and shaded Brown on sheet 28 of the streets plan

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(1)	(2)
<i>Street subject to street works</i>	<i>Extent of works</i>
A1079	Between the reference points 55a and 55b and shaded Green on sheet 27 of the streets plan

SCHEDULE 3

Article 10

STREETS TO BE TEMPORARILY CLOSED OR RESTRICTED

<p><b>Commencement Information</b>  <b>189</b> Sch. 3 in force at 3.8.2023, see <a href="#">art. 1</a></p>
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(1)	(2)
<i>Public rights of way to be temporarily stopped up</i>	<i>Extent of temporary stopping up</i>
Unnamed Road	Between the reference points 1a and 1b and shaded Green on sheet 1 of the streets plan
Sands Road	Between the reference points 1c and 1d and shaded Brown on sheet 1 of the streets plan
Private Access	Between the reference points 2a, 2b and 2c and shaded Brown on sheets 1 and 2 of the streets plan
Bridlington Road	Between the reference points 3a and 3b and shaded Green on sheets 2 and 3 of the streets plan
Gransmoor Road	Between the reference points 4a and 4b and shaded Green on sheets 3 and 4 of the streets plan
Private Access	Between the reference points 5a and 5b and shaded Brown on sheet 4 of the streets plan
Private Access	Between the reference points 6a and 6b and shaded Brown on sheet 4 of the streets plan
Private Access	Between the reference points 7a and 7b and shaded Brown on sheet 4 of the streets plan
Private Access	Between the reference points 8a and 8b and shaded Brown on sheets 4 and 5 of the streets plan
Lissett Lane	Between the reference points 8c and 8d and shaded Green on sheets 4 and 5 of the streets plan
Private Access	Between the reference points 9a and 9b and shaded Brown on sheet 5 of the streets plan

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<i>(1)</i> <i>Public rights of way to be temporarily stopped up</i>	<i>(2)</i> <i>Extent of temporary stopping up</i>
Private Access	Between the reference points 10a and 10b and shaded Brown on sheet 6 of the streets plan
Gembling Lane	Between the reference points 11a and 11b and shaded Green on sheet 6 of the streets plan
Old Howe Lane	Between the reference points 12a and 12b and shaded Green on sheets 6 and 7 of the streets plan
Main Street	Between the reference points 13a and 13b and shaded Green on sheet 7 of the streets plan
Private Access	Between the reference points 14a and 14b and shaded Brown on sheet 7 of the streets plan
Private Access	Between the reference points 15a and 15b and shaded Brown on sheet 8 of the streets plan
Private Access	Between the reference points 16a and 16b and shaded Brown on sheet 8 of the streets plan
Cowslams Lane	Between the reference points 16c and 16d and shaded Green on sheet 8 of the streets plan
B1249	Between the reference points 17a and 17b and shaded Green on sheets 8 and 9 of the streets plan
B1249	Between the reference points 17c and 17d and shaded Green on sheets 8 and 9 of the streets plan
Private Access	Between the reference points 18a and 18b and shaded Brown on sheets 8 and 9 of the streets plan
B1249	Between the reference points 18c and 18d and shaded Green on sheets 8 and 9 of the streets plan
Private Access	Between the reference points 19a and 19b and shaded Brown on sheet 10 of the streets plan
Rotsea Lane	Between the reference points 20a and 20b and shaded Green on sheet 11 of the streets plan
Rotsea Lane	Between the reference points 20c and 20d and shaded Green on sheet 11 of the streets plan
Private Access	At reference point 20e and shaded Brown on sheet 11 of the streets plan
Private Access	Between the reference points 21a and 21b and shaded Brown on sheet 12 of the streets plan
Private Access	Between the reference points 22a and 22b and shaded Brown on sheet 12 of the streets plan

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<i>(1)</i> <i>Public rights of way to be temporarily stopped up</i>	<i>(2)</i> <i>Extent of temporary stopping up</i>
Carr Lane	Between the reference points 23a and 23b and shaded Green on sheet 13 of the streets plan
Carr Lane	Between the reference points 24a and 24b and shaded Green on sheet 14 of the streets plan
Wilfholme Road	Between the reference points 25a and 25b and shaded Green on sheet 14 of the streets plan
Beswick Road	Between the reference points 26a and 26b and shaded Green on sheet 15 of the streets plan
Station Road	Between the reference points 27a and 27b and shaded Green on sheet 16b of the streets plan
A164	Between the reference points 28a and 28b and shaded Green on sheet 16b of the streets plan
Station Road	Between the reference points 29a and 29b and shaded Green on sheet 16 of the streets plan
A164	Between the reference points 30a and 30b and shaded Green on sheet 17 of the streets plan
Private Access	Between the reference points 31a and 31b and shaded Brown on sheet 17 of the streets plan
Private Access	Between the reference points 32a and 32b and shaded Brown on sheet 17 of the streets plan
Private Access	Between the reference points 33a and 33b and shaded Brown on sheet 18 of the streets plan
Private Access	Between the reference points 34a and 34b and shaded Brown on sheet 18 of the streets plan
Old Road	Between the reference points 34c and 34d and shaded Green on sheet 18 of the streets plan
Miles Lane	Between the reference points 35a and 35b and shaded Green on sheet 19 of the streets plan
Miles Lane	Between the reference points 35c and 35d and shaded Green on sheet 19 of the streets plan
Miles Lane	Between the reference points 36a and 36b and shaded Green on sheet 19 of the streets plan
Rose Lane	Between the reference points 37a and 37b and shaded Green on sheets 19 and 20 of the streets plan
Private Access	Between the reference points 38a and 38b and shaded Brown on sheet 20 of the streets plan

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<i>(1)</i> <i>Public rights of way to be temporarily stopped up</i>	<i>(2)</i> <i>Extent of temporary stopping up</i>
A1035	Between the reference points 39a and 39b and shaded Green on sheet 21 of the streets plan
Dogkennel Lane	Between the reference points 40a and 40b and shaded Green on sheet 21 of the streets plan
York Road	Between the reference points 41a and 41b and shaded Green on sheet 22 of the streets plan
York Road	Between the reference points 41c and 41d and shaded Green on sheet 22 of the streets plan
A1079	Between the reference points 42a and 42b and shaded Green on sheets 22 and 23 of the streets plan
Newbald Road	Between the reference points 43a and 43b and shaded Green on sheet 23 of the streets plan
Newbald Road	Between the reference points 43c and 43d and shaded Green on sheet 23 of the streets plan
Private Access	Between the reference points 44a and 44b and shaded Brown on sheet 23 of the streets plan
B1230	Between the reference points 45a and 45b and shaded Green on sheets 23 and 24 of the streets plan
Private Access	Between the reference points 46a and 46b and shaded Brown on sheet 24 of the streets plan
Copleflat Lane	Between the reference points 47a and 47b and shaded Green on sheet 25 of the streets plan
Copleflat Lane	Between the reference points 48a and 48b and shaded Green on sheet 25 of the streets plan
Copleflat Lane	Between the reference points 49a and 49b and shaded Green on sheets 25 and 26 of the streets plan
Copleflat Lane	Between the reference points 50a and 50b and shaded Green on sheets 25 and 26 of the streets plan
A164	Between the reference points 51a and 51b and shaded Green on sheets 25 and 26 of the streets plan
A164	Between the reference points 51c and 51d and shaded Green on sheets 25 and 26 of the streets plan
Private Access	Between the reference points 52a and 52b and shaded Brown on sheet 26 of the streets plan



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(1) <i>Public rights of way to be temporarily stopped up</i>	(2) <i>Extent of temporary stopping up</i>
Private Access	Between the reference points 53a and 53b and shaded Brown on sheet 28 of the streets plan
Private Access	Between the reference points 54a and 54b and shaded Brown on sheet 28 of the streets plan
A1079	Between the reference points 55a and 55b and shaded Green on sheet 27 of the streets plan

SCHEDULE 4

Article 11

PUBLIC RIGHTS OF WAY TO BE CLOSED OR DIVERTED AND ACCESS LAND

PART 1

PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED

**Commencement Information**

**190** Sch. 4 Pt. 1 in force at 3.8.2023, see [art. 1](#)

(1) <i>Public right of way to be temporarily stopped up</i>	(2) <i>Extent of temporary stopping up</i>
Barmston Footpath No. 4	Between points 1a and 1b as shown dashed on sheet 1 of the public rights of way plan
Barmston Footpath No. 3	Between points 2a and 2b as shown dashed on sheets 1 and 2 of the public rights of way plan
Barmston Footpath No. 2	Between points 3a and 3b as shown dashed on sheet 2 of the public rights of way plan
Foston on the Wolds Footpath No. 10	Between points 4a and 4b as shown dashed on sheet 6 of the public rights of way plan
Foston on the Wolds Footpath No. 12	Between points 5a and 5b as shown dashed on sheet 7 of the public rights of way plan
Foston on the Wolds Footpath No. 12	Between points 6a and 6b as shown dashed on sheet 8 of the public rights of way plan
Foston on the Wolds Bridleway No. 6	Between points 7a and 7b as shown dashed on sheet 10 of the public rights of way plan
Hutton Cranswick Footpath No. 10	Between points 8a and 8b as shown dashed on sheets 11 and 12 of the public rights of way plan

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(1) <i>Public right of way to be temporarily stopped up</i>	(2) <i>Extent of temporary stopping up</i>
Watton Footpath No. 18	Between points 9a and 9b as shown dashed on sheet 12 of the public rights of way plan
Watton Bridleway No. 13	Between points 10a and 10b as shown dashed on sheet 13 of the public rights of way plan
Beswick Bridleway No. 23	Between points 11a and 11b as shown dashed on sheet 15 of the public rights of way plan
Lockington Footpath No. 8	Between points 12a and 12b as shown dashed on sheet 16a and 16b respectively of the public rights of way plan
Leconfield Footpath No. 1	Between points 13a and 13b as shown dashed on sheet 17 of the public rights of way plan
Leconfield Bridleway No. 2	Between points 14a and 14b as shown dashed on sheet 17 of the public rights of way plan
Leconfield Footpath No. 7	Between points 15a and 15b as shown dashed on sheets 17 and 18 of the public rights of way plan
Leconfield Footpath No. 7	Between points 15c and 15d as shown dashed on sheet 18 of the public rights of way plan
Leconfield Bridleway No. 9	Between points 16a and 16b as shown dashed on sheet 18 of the public rights of way plan
Leconfield Footpath No. 10	Between points 17a and 17b as shown dashed on sheet 18 of the public rights of way plan
Leconfield Footpath No. 10	Between points 17c and 17d as shown dashed on sheet 18 of the public rights of way plan
Leconfield Footpath No. 11	Between points 18a and 18b as shown dashed on sheet 18 of the public rights of way plan
Leconfield Bridleway No. 6	Between points 19a and 19b as shown dashed on sheet 18 of the public rights of way plan
Leconfield Bridleway No. 12	Between points 20a and 20b as shown dashed on sheet 18 of the public rights of way plan
Cherry Burton Footpath No. 2	Between points 21a and 21b as shown dashed on sheet 20 of the public rights of way plan
Cherry Burton Footpath No. 3	Between points 22a and 22b as shown dashed on sheet 20 of the public rights of way plan
Walkington Footpath No. 9 (Moor Lane)	Between points 23a and 23b as shown dashed on sheet 24 of the public rights of way plan
Rowley Footpath No.12	Between points 24a and 24b as shown dashed on sheets 25 and 26 of the public rights of way plan

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<i>(1)</i> <i>Public right of way to be temporarily stopped up</i>	<i>(2)</i> <i>Extent of temporary stopping up</i>
Rowley Footpath No.12	Between points 24c and 24d as shown dashed on sheets 26 and 27 of the public rights of way plan
Skidby Footpath No. 16	Between points 25a and 25b as shown dashed on sheet 26 and 28 of the public rights of way plan
Skidby Footpath No. 16	Between points 25c and 25d as shown dashed on sheet 28 of the public rights of way plan
Skidby Footpath No. 17	Between points 26a and 26b as shown dashed on sheet 28 of the public rights of way plan
Rowley Bridleway No. 13	Between points 27a and 27b as shown dashed on sheet 27 of the public rights of way plan

## PART 2

### PUBLIC RIGHTS OF WAY TO BE PERMANENTLY DIVERTED

#### Commencement Information

**I91** Sch. 4 Pt. 2 in force at 3.8.2023, see [art. 1](#)

<i>(1)</i> <i>Public right of way to be diverted</i>	<i>(2)</i> <i>Extent of diversion</i>	<i>(2)</i> <i>Extent of substitute right of way</i>
Skidby Footpath No. 16	Within area 1 shaded orange on sheet 28 of the public rights of way plan	602 m
Rowley Bridleway No. 13	Between points 27a and 27b dashed blue on sheet 27 of the public rights of way plan	358 m

## PART 3

### PUBLIC RIGHTS OF WAY TO BE TEMPORARILY DIVERTED

#### Commencement Information

**I92** Sch. 4 Pt. 3 in force at 3.8.2023, see [art. 1](#)

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Hornsea Four Offshore Wind Farm Order 2023. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

(1)	(2)	(3)
<i>Public right of way to be diverted</i>	<i>Extent of temporary diversion</i>	<i>Extent of substitute right of way</i>
Barmston Footpath No. 4	Between points 1a and 1b as shown dashed on sheet 1 of the public rights of way plan	244 m

## PART 4

### ACCESS LAND WHERE PUBLIC RIGHTS OF WAY MAY BE TEMPORARILY SUSPENDED

#### Commencement Information

**I93** Sch. 4 Pt. 4 in force at 3.8.2023, see [art. 1](#)

(1)	(2)
<i>Access Land subject to temporary prohibition or restriction of use</i>	<i>Extent of temporary prohibition or restriction of use of access land</i>
England Coastal Path	Temporarily suspend access to the area shaded green on the public rights of way plan

## SCHEDULE 5

Article 12

### ACCESS TO WORKS

#### Commencement Information

**I94** Sch. 5 in force at 3.8.2023, see [art. 1](#)

(1)	(2)
<i>Location of access</i>	<i>Description of access</i>
Sands Road	Referenced OA_001 and hatched pink on sheet 1 of the access to works plan
Sands Road	Referenced AP_002 and shaded blue on sheet 1 of the access to works plan
Bridlington Road	Referenced AP_003 and shaded blue on sheets 2 and 3 of the access to works plan
Bridlington Road	Referenced AP_040 and shaded blue on sheets 2 and 3 of the access to works plan

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(1) <i>Location of access</i>	(2) <i>Description of access</i>
Bridlington Road	Referenced OA_002 and shaded pink on sheet 3 of the access to works plan
Fisher Lane	Referenced OA_003 and shaded pink on sheet 4 of the access to works plan
Lissett Lane	Referenced AP_004 and shaded blue on sheets 4 and 5 of the access to works plan
Lissett Lane	Referenced OA_004 and hatched pink on sheets 4 and 5 of the access to works plan
Bridlington Road	Referenced OA_005 and shaded pink on sheet 5 of the access to works plan
Gembling Lane	Referenced OA_027 and shaded pink on sheet 6 of the access to works plan
Gembling Lane	Referenced OA_028 and shaded pink on sheet 6 of the access to works plan
Old Howe Lane	Referenced AP_005 and shaded blue on sheets 6 and 7 of the access to works plan
Old Howe Lane	Referenced AP_039 and shaded blue on sheets 6 and 7 of the access to works plan
Main Street	Referenced OA_029 and shaded pink on sheet 7 of the access to works plan
Cowslams Lane	Referenced AP_006 and shaded blue on sheet 8 of the access to works plan
Cowslams Lane	Referenced OA_006 and hatched pink on sheet 8 of the access to works plan
B1249	Referenced OA_007 and shaded pink on sheets 8 and 9 of the access to works plan
B1249	Referenced AP_007 and shaded blue on sheets 8 and 9 of the access to works plan
B1249	Referenced AP_008 and shaded blue on sheets 8 and 9 of the access to works plan
B1249	Referenced OA_008 and hatched pink on sheets 8 and 9 of the access to works plan
Private Access	Referenced AP_009 and shaded blue on sheet 10 of the access to works plan
Private Access	Referenced OA_009 and hatched pink on sheet 10 of the access to works plan
Rotsea Lane	Referenced AP_010 and shaded blue on sheet 11 of the access to works plan

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<i>(1)</i> <i>Location of access</i>	<i>(2)</i> <i>Description of access</i>
Rotsea Lane	Referenced AP_038 and shaded blue on sheet 11 of the access to works plan
Rotsea Lane	Referenced OA_010 and hatched pink on sheet 11 of the access to works plan
Rotsea Lane	Referenced OA_031 and shaded pink on sheet 11 of the access to works plan
Carr Lane	Referenced OA_011 and shaded pink on sheet 13 of the access to works plan
Carr Lane	Referenced OA_034 and shaded pink on sheet 13 of the access to works plan
Carr Lane	Referenced AP_011 and AP_037 and shaded blue on sheet 14 of the access to works plan
Wilfholme Road	Referenced OA_012 and shaded pink on sheet 14 of the access to works plan
Wilfholme Road	Referenced OA_013 and shaded pink on sheet 14 of the access to works plan
Wilfholme Road	Referenced AP_012 and AP_036 and shaded blue on sheet 14 of the access to works plan
Beswick Road	Referenced AP_013 and AP_035 and shaded blue on sheet 15 of the access to works plan
Station Road	Referenced OA_015 and shaded pink on sheet 16 of the access to works plan
Station Road	Referenced AP_014 and AP_034 and shaded blue on sheet 16 of the access to works plan
Station Road	Referenced OA_014 and hatched pink on sheet 16 of the access to works plan
Station Road	Referenced AP_015 and shaded blue on sheet 16 of the access to works plan
A164	Referenced AP_016 and shaded blue on sheet 17 of the access to works plan
A164	Referenced OA_017 and hatched pink on sheet 17 of the access to works plan
Old Road	Referenced AP_017 and shaded blue on sheet 18 of the access to works plan
Miles Lane	Referenced OA_018 and shaded pink on sheet 19 of the access to works plan
Miles Lane	Referenced AP_018 and shaded blue on sheet 19 of the access to works plan

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(1) <i>Location of access</i>	(2) <i>Description of access</i>
Roase Lane	Referenced OA_019 and shaded pink on sheets 19 and 20 of the access to works plan
A1035	Referenced AP_020 and AP_032 and shaded blue on sheet 21 of the access to works plan
Dogkennel Lane	Referenced AP_021 and shaded blue on sheet 21 of the access to works plan
Dogkennel Lane	Referenced OA_020 and hatched pink on sheet 21 of the access to works plan
York Road	Referenced AP_022 and shaded blue on sheet 22 of the access to works plan
York Road	Referenced OA_021 and hatched pink on sheet 22 of the access to works plan
Killingwoldgraves Lane	Referenced OA_022 and shaded pink on sheets 22 and 23 of the access to works plan
Newbald Road	Referenced AP_023 and AP_024 and shaded blue on sheet 23 of the access to works plan
Newbald Road	Referenced OA_040 and hatched pink on sheet 23 of the access to works plan
Coppelflat Lane	Referenced OA_023 and hatched pink on sheet 25 of the access to works plan
Coppelflat Lane	Referenced AP_027 and shaded blue on sheet 25 of the access to works plan
Coppelflat Lane	Referenced OA_024 and shaded pink on sheets 25 and 26 of the access to works plan
Coppelflat Lane	Referenced AP_030 and shaded blue on sheets 25 and 26 of the access to works plan
Coppelflat Lane	Referenced OA_025 and hatched pink on sheets 25 and 26 of the access to works plan
Coppelflat Lane	Referenced AP_028 and shaded blue on sheets 25 and 26 of the access to works plan
A164	Referenced AP_026 and shaded blue on sheet 26 of the access to works plan
A1079	Referenced OA_043 and hatched pink on sheet 27 of the access to works plan
A1079	Referenced AP_025 and hatched blue on sheet 27 of the access to works plan

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SCHEDULE 6

Article 21

LAND IN WHICH ONLY NEW RIGHTS ETC., MAY BE ACQUIRED

**Commencement Information**

**195** Sch. 6 in force at 3.8.2023, see [art. 1](#)

<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired and restrictions imposed</i>
1 2 2A 3 3A 4 4A	Rights to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve underground electricity cables, jointing bays, ducting, telecommunications and other ancillary apparatus (including but not limited to access chambers, manholes and marker posts) and any other works as necessary together with the right to fell, trim or lop trees and bushes which may obstruct or interfere with the said cables, telecommunications and other ancillary apparatus
10 11 12	Rights to pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface) for all purposes in connection with the construction, use, maintenance and decommissioning of the authorised development
13	Rights to continuous vertical and lateral support for the authorised development
18 19 20	Rights to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, services, flues and to drain into and manage waterflows in any drains, watercourses and culverts
21 27 28 29 30 31	Rights to install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding, landscaping and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, hedgerows, landscaping and other ecological measures the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the



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<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired and restrictions imposed</i>
32	implementation and maintenance of landscaping and ecological mitigation or enhancement works
33	Rights to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve security fencing, gates, boundary treatment, public rights of way and any other ancillary apparatus and any other works as necessary
36	
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39	Restrictions on erecting buildings or structures, altering ground levels, planting trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development
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<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired and restrictions imposed</i>
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<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired and restrictions imposed</i>
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<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired and restrictions imposed</i>
170	
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<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired and restrictions imposed</i>
211	
212	
213	
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<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired and restrictions imposed</i>
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<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired and restrictions imposed</i>
315	
316	
317	
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<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired and restrictions imposed</i>
356	
1 2 2A 3 3A 4 4A	Rights to ground and lay anchor for vessels within the Order land
308	
309 310 315 316 317 318 323 330 332 333 335 336 337 338 339 340	Rights to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve pipes, ducts, mains, wires, cables, conduits, flues, fibre optic cables and other conducting media of whatsoever nature  Restrictions on erecting buildings or structures, altering ground levels, planting trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development



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<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired and restrictions imposed</i>
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14	Rights to use, maintain and improve a permanent means of access including visibility splays and bridges
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25	Rights to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve security fencing, gates, boundary treatment, public rights of way and any other ancillary apparatus and any other works as necessary
26	
35	
45	Rights to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the construction, use, maintenance and decommissioning of the authorised development
46	
47	
56	Rights to install, execute, implement, retain, repair, improve, renew, remove, relocate and

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<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired and restrictions imposed</i>
57	plant trees, woodlands, shrubs, hedgerows,
80	seeding, landscaping and other ecological
84	measures together with the right to maintain,
92	inspect and replant such trees, shrubs,
99	hedgerows, landscaping and other ecological
100	measures the right to pass and repass on foot,
104	with or without vehicles, plant and machinery
113	for all purposes in connection with the
114	implementation and maintenance of landscaping
117	and ecological mitigation or enhancement works
123	Restrictions on erecting buildings or structures,
134	altering ground levels, planting trees or carrying
135	out operations or actions (including but not
151	limited to blasting and piling) which may
163	obstruct, interrupt, or interfere with the exercise
165	of the rights
186	
187	
192	
203	
206	
209	
230	
237	

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(1) <i>Number of land shown on land plans</i>	(2) <i>Purpose for which rights may be acquired and restrictions imposed</i>
250 255 258 268 269 290 296 305	
23 25 34	Rights to pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface) for all purposes in connection with the construction, use, maintenance and decommissioning of the authorised development
55 91 98	Rights to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve security fencing, gates, boundary treatment, public rights of way and any other ancillary apparatus and any other works as necessary
138 152 162 164 185 193 203	Rights to install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding, landscaping and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, hedgerows, landscaping and other ecological measures the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works
206 229 236	Restrictions on erecting buildings or structures, altering ground levels, planting trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights
247	

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<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired and restrictions imposed</i>
255 267 287 295 302	
323	Rights to construct, use, maintain and improve a permanent means of access including visibility splays
330	Rights to pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface) for all purposes in connection with the construction, use, maintenance and decommissioning of the authorised development
332	Rights to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve pipes, ducts, mains, wires, cables, conduits, flues, fibre optic cables and other conducting media of whatsoever nature
333	Rights to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve security infrastructure including cameras, perimeter fencing, fencing, gates and any other security measures or ancillary apparatus required in order to ensure an appropriate level of security in respect of the authorised development
	Rights to install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding, landscaping and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, hedgerows, landscaping and other ecological measures the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works
	Rights to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace,

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(1) <i>Number of land shown on land plans</i>	(2) <i>Purpose for which rights may be acquired and restrictions imposed</i>
	<p>protect and improve any boundary treatment, public rights of way and any other ancillary apparatus and any other works as necessary</p> <p>Restrictions on erecting buildings or structures, altering ground levels, planting trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights</p>
<p>340</p> <p>341</p> <p>342</p> <p>343</p> <p>344</p> <p>345</p> <p>346</p> <p>347</p> <p>348</p> <p>349</p> <p>350</p> <p>351</p> <p>352</p> <p>353</p> <p>354</p> <p>355</p> <p>356</p>	<p>Rights to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve electricity poles, overhead electricity lines, underground electricity cables, telecommunications and all equipment and other ancillary apparatus (including but not limited to the use of scaffolding) and any other works as necessary together with the right to fell, trim or lop trees and bushes which may obstruct or interfere with the said poles, lines, telecommunications and other equipment and ancillary apparatus</p> <p>Restrictions on erecting buildings or structures, altering ground levels, planting trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development</p>

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## SCHEDULE 7

Article 21

**MODIFICATION OF COMPENSATION AND COMPULSORY  
PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS**

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

**Commencement Information**

**196** Sch. 7 para. 1 in force at 3.8.2023, see [art. 1](#)

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973<sup>(49)</sup> has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5—

- (a) for the words “land is acquired or taken from” there is substituted the words “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for the words “acquired or taken from him” there is substituted the words “over which the right is exercisable or the restrictive covenant enforceable”.

**Commencement Information**

**197** Sch. 7 para. 2 in force at 3.8.2023, see [art. 1](#)

3.—(1) Without limitation to the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

“(5A) If—

- (a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) (powers of entry) of the 1965 Act (as modified by paragraph 7 of Schedule 7 to the Hornsea Four Offshore Wind Farm Order 2023; and
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 10 of Schedule 7 to the Hornsea Four Wind Farm Order 2023 to acquire an interest in the land, and
- (c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right.”

<sup>(49)</sup> 1973 c. 26.

**Commencement Information**

**I98** Sch. 7 para. 3 in force at 3.8.2023, see [art. 1](#)

**Application of Part 1 of the 1965 Act**

4.—(1) The 1965 Act is to have effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or
- (b) the land over which the right is or is to be exercisable, or the restriction is to be enforceable.

(2) Without limitation on the scope of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right or, in relation to the imposition of a restriction, with the modifications specified in the following provisions of this Schedule.

**Commencement Information**

**I99** Sch. 7 para. 4 in force at 3.8.2023, see [art. 1](#)

5. For section 7 (measure of compensation in the case of severance) of the 1965 Act there is substituted the following section—

“7. In assessing the compensation to be paid by the acquiring authority under this Act regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”.

**Commencement Information**

**I100** Sch. 7 para. 5 in force at 3.8.2023, see [art. 1](#)

6. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (refusal to convey, failure to make title, etc);
- (b) paragraph 10(3) of Schedule 1 (persons without power to sell their interests) (conveyance of the land or interest);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are so modified as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

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#### Commencement Information

**I101** Sch. 7 para. 6 in force at 3.8.2023, see [art. 1](#)

7. Section 11 (powers of entry) of the 1965 Act is so modified as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 21 (compulsory acquisition of rights etc.), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A (powers of entry: further notices of entry), 11B (counter-notice requiring possession to be taken on specified date), 12 (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act is modified correspondingly.

#### Commencement Information

**I102** Sch. 7 para. 7 in force at 3.8.2023, see [art. 1](#)

8. Section 20 (tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

#### Commencement Information

**I103** Sch. 7 para. 8 in force at 3.8.2023, see [art. 1](#)

9. Section 22 (interest omitted from purchase) of the 1965 Act as modified by article 29(3) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or enforce the restrictive covenant imposed, subject to compliance with that section as respects compensation.

#### Commencement Information

**I104** Sch. 7 para. 9 in force at 3.8.2023, see [art. 1](#)

10. For Schedule 2A to the 1965 Act substitute—

“SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

#### Introduction

1.—(1) This Schedule applies where an acquiring authority serve a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 23 (application of the Compulsory Purchase (Vesting Declarations)



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Act 1981) of the Hornsea Four Offshore Wind Farm Order 2023 in respect of the land to which the notice to treat relates.

(2) But see article 25(3) (acquisition of subsoil only) of the Hornsea Four Offshore Wind Farm Order 2023 which excludes the acquisition of subsoil only from this Schedule.

2. In this Schedule, “house” includes any park or garden belonging to a house.

#### **Counter-notice requiring purchase of land**

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the authority to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

#### **Response to counter-notice**

5. On receiving a counter-notice, the acquiring authority must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

6. The authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority do not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serve notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

#### **Determination by the Upper Tribunal**

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right or the imposition of the covenant,
- (b) the use to be made of the right or covenant proposed to be acquired or imposed, and
- (c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

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12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in that land.

14.—(1) If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraw the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”.

**Commencement Information**  
**I105** Sch. 7 para. 10 in force at 3.8.2023, see [art. 1](#)

**Commencement Information**  
**I99** Sch. 7 para. 4 in force at 3.8.2023, see [art. 1](#)  
**I100** Sch. 7 para. 5 in force at 3.8.2023, see [art. 1](#)  
**I101** Sch. 7 para. 6 in force at 3.8.2023, see [art. 1](#)  
**I102** Sch. 7 para. 7 in force at 3.8.2023, see [art. 1](#)  
**I103** Sch. 7 para. 8 in force at 3.8.2023, see [art. 1](#)  
**I104** Sch. 7 para. 9 in force at 3.8.2023, see [art. 1](#)  
**I105** Sch. 7 para. 10 in force at 3.8.2023, see [art. 1](#)

SCHEDULE 8

Article 28

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

**Commencement Information**  
**I106** Sch. 8 in force at 3.8.2023, see [art. 1](#)

(1) <i>Area</i>	(2) <i>Number of land shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>
East Riding of Yorkshire	5	Temporary use for access to facilitate construction for Work Nos. 5 and 6

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<i>(1)</i> Area	<i>(2)</i> Number of land shown on land plans	<i>(3)</i> Purpose for which temporary possession may be taken
East Riding of Yorkshire	6	Temporary use for access to facilitate construction for Work Nos. 5 and 6
East Riding of Yorkshire	6A	Temporary use for access to facilitate construction for Work Nos. 5 and 6
East Riding of Yorkshire	7	Temporary use for access to facilitate construction for Work Nos. 5 and 6
East Riding of Yorkshire	8	Temporary use for access to facilitate construction for Work Nos. 5 and 6
East Riding of Yorkshire	9	Temporary use for access to facilitate construction for Work Nos. 5 and 6
East Riding of Yorkshire	15	Temporary use for access to facilitate construction for Work Nos. 5 and 6
East Riding of Yorkshire	16	Temporary use for access to facilitate construction for Work Nos. 5 and 6
East Riding of Yorkshire	22	Temporary use (including for access and logistics compound) to facilitate construction for Work No. 6
East Riding of Yorkshire	24	Temporary use (including for access and logistics compound) to facilitate construction for Work No. 6
East Riding of Yorkshire	42	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	43	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	44	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	48	Temporary use for access to facilitate construction for Work No. 6

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>
East Riding of Yorkshire	49	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	50	Temporary use (including for access and logistics compound) to facilitate construction for Work No. 6
East Riding of Yorkshire	67	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	79	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	81	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	82	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	83	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	85	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	89	Temporary use (including for access and logistics compound) to facilitate construction for Work No. 6
East Riding of Yorkshire	90	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	97	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	101	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	102	Temporary use for access to facilitate construction for Work No. 6

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>
East Riding of Yorkshire	103	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	105	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	112	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	115	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	116	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	118	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	119	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	120	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	121	Temporary use (including access and bridge inspection, monitoring, maintenance and improvements) to facilitate construction for Work No. 6
East Riding of Yorkshire	122	Temporary use (including access and bridge inspection, monitoring, maintenance and improvements) to facilitate construction for Work No. 6
East Riding of Yorkshire	124	Temporary use (including access and bridge inspection, monitoring, maintenance and improvements) to facilitate construction for Work No. 6
East Riding of Yorkshire	125	Temporary use (including access and bridge inspection, monitoring, maintenance and

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>
		improvements) to facilitate construction for Work No. 6
East Riding of Yorkshire	131	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	132	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	133	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	136	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	137	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	154	Temporary use (including for logistics compound) to facilitate construction for Work No. 6
East Riding of Yorkshire	197	Temporary use (including for access and logistics compound) to facilitate construction for Work No. 6
East Riding of Yorkshire	198	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	202	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	204	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	205	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	207	Temporary use for access to facilitate construction for Work No. 6

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>
East Riding of Yorkshire	208	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	210	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	217	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	218	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	219	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	220	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	221	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	222	Temporary use (including for access and logistics compound) to facilitate construction for Work No. 6
East Riding of Yorkshire	224	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	225	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	226	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	231	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	232	Temporary use for access to facilitate construction for Work No. 6

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>
East Riding of Yorkshire	246	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	248	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	249	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	251	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	256	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	257	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	259	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	260	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	261	Temporary use (including for logistics compound) to facilitate construction for Work No. 6
East Riding of Yorkshire	270	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	271	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	286	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	288	Temporary use for access to facilitate construction for Work No. 6



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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>
East Riding of Yorkshire	289	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	291	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	297	Temporary use (including for logistics compound) to facilitate construction for Work No. 6
East Riding of Yorkshire	301	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	303	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	304	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	306	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	311	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	312	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	313	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	314	Temporary use for access to facilitate construction for Work No. 6
East Riding of Yorkshire	319	Temporary use (including for access and logistics compound) to facilitate construction for Work Nos. 6, 7, 8 and 10
East Riding of Yorkshire	321	Temporary use for access to facilitate construction for Work Nos. 6, 7, 8 and 10

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(1) <i>Area</i>	(2) <i>Number of land shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>
East Riding of Yorkshire	324	Temporary use for access to facilitate construction for Work Nos. 6, 7, 8 and 10
East Riding of Yorkshire	325	Temporary use for access to facilitate construction for Work Nos. 6, 7, 8 and 10

## SCHEDULE 9

Article 44

## PROTECTIVE PROVISIONS

## PART 1

PROTECTION FOR ELECTRICITY, GAS,  
WATER AND SEWERAGE UNDERTAKERS**Application**

1. For the protection of the affected undertakers referred to in this Part of this Schedule (save for National Grid which is protected by Part 3A and 3B of this Schedule, Doggerbank Offshore Wind Farm Project 1 Projco Limited and Doggerbank Offshore Wind Farm Project 2 Projco Limited which is protected by Part 7 of this Schedule and Northern Powergrid which is protected by Part 10 of this Schedule) the following provisions must, unless otherwise agreed in writing between the undertaker and the affected undertaking concerned, have effect.

**Commencement Information**

**I107** Sch. 9 Pt. 1 para. 1 in force at 3.8.2023, see [art. 1](#)

2. In this Part of this Schedule—

“affected undertaker” means—

- (a) any licence holder within the meaning of Part 1 (electricity supply) of the 1989 Act;
- (b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986<sup>(50)</sup>;
- (c) a water undertaker within the meaning of the Water Industry Act 1991<sup>(51)</sup>;
- (d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991,

for the area of the authorised development but, for the avoidance of doubt, does not include the undertakers specified in Part 3 or Part 10 of this Schedule, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained;

<sup>(50)</sup> 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by section 76 of the Utilities Act 2000 (c. 27).

<sup>(51)</sup> 1991 c. 56.

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“alternative apparatus” means alternative apparatus adequate to enable the affected undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the 1989 Act), belonging to or maintained by that affected undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water undertaker—
  - (i) mains, pipes or other apparatus belonging to or maintained by that affected undertaker for the purposes of water supply; and
  - (ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A (agreements to adopt water main or service pipe at future date) of the Water Industry Act 1991;
- (d) in the case of a sewerage undertaker—
  - (i) any drain or works vested in the affected undertaker in accordance with the Water Industry Act 1991; and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewerage disposal works, at future date) of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties; and

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land.

.....  
**Commencement Information**

**I108** Sch. 9 Pt. 1 para. 2 in force at 3.8.2023, see [art. 1](#)

.....  
**Commencement Information**

**I107** Sch. 9 Pt. 1 para. 1 in force at 3.8.2023, see [art. 1](#)

**I108** Sch. 9 Pt. 1 para. 2 in force at 3.8.2023, see [art. 1](#)

### **Precedence of the 1991 Act in respect of apparatus in the streets**

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the affected undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

.....  
**Commencement Information**

**I109** Sch. 9 Pt. 1 para. 3 in force at 3.8.2023, see [art. 1](#)

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## No acquisition etc. except by agreement

4. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

### Commencement Information

**I110** Sch. 9 Pt. 1 para. 4 in force at 3.8.2023, see [art. 1](#)

## Removal of apparatus

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of an affected undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the affected undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the affected undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an affected undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the affected undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the affected undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 39 (arbitration).

(5) The affected undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 39 (arbitration) and after the grant to the affected undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the affected undertaker in question that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the affected undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the affected undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

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#### Commencement Information

I111 Sch. 9 Pt. 1 para. 5 in force at 3.8.2023, see [art. 1](#)

### Facilities and rights for alternative apparatus

6.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to an affected undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the affected undertaker in question or in default of agreement settled by arbitration in accordance with article 39 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the affected undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that affected undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

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#### Commencement Information

I112 Sch. 9 Pt. 1 para. 6 in force at 3.8.2023, see [art. 1](#)

### Retained apparatus

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 5 that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 5, the undertaker must submit to the affected undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the affected undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the affected undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by an affected undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If an affected undertaker in accordance with sub-paragraph (2) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 6 apply as if the removal of the apparatus had been required by the undertaker under paragraph 5.

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the affected undertaker in question notice as soon as is reasonably practicable

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and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

**Commencement Information**

**I113** Sch. 9 Pt. 1 para. 7 in force at 3.8.2023, see [art. 1](#)

**8.—(1)** Subject to the following provisions of this paragraph, the undertaker must repay to an affected undertaker the reasonable expenses incurred by that affected undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 5.

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 39 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (2)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an affected undertaker in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the affected undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

**Commencement Information**

**I114** Sch. 9 Pt. 1 para. 8 in force at 3.8.2023, see [art. 1](#)

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**Commencement Information**

**I113** Sch. 9 Pt. 1 para. 7 in force at 3.8.2023, see [art. 1](#)

**I114** Sch. 9 Pt. 1 para. 8 in force at 3.8.2023, see [art. 1](#)

**Expenses and costs**

**9.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 5, any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of an affected undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any affected undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that affected undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that affected undertaker for any other expenses, loss, damages, penalty or costs incurred by the affected undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an affected undertaker, its officers, servants, contractors or agents.

(3) An affected undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

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**Commencement Information**

**I115** Sch. 9 Pt. 1 para. 9 in force at 3.8.2023, see [art. 1](#)

**10.** Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an affected undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

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**Commencement Information**

**I116** Sch. 9 Pt. 1 para. 10 in force at 3.8.2023, see [art. 1](#)

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**Commencement Information**

**I115** Sch. 9 Pt. 1 para. 9 in force at 3.8.2023, see [art. 1](#)

**I116** Sch. 9 Pt. 1 para. 10 in force at 3.8.2023, see [art. 1](#)

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## PART 2

### PROTECTION FOR OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

1. For the protection of any operator, the following provisions, unless otherwise agreed in writing between the undertaker and the operator, have effect.

#### Commencement Information

I117 Sch. 9 Pt. 2 para. 1 in force at 3.8.2023, see [art. 1](#)

2. In this Part of this Schedule—

“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system is construed in accordance with paragraph 1(3A) of that code;

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act;

“electronic communications code network” means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 (application of the electronic communications code) of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

“operator” means the operator of an electronic communications code network.

#### Commencement Information

I118 Sch. 9 Pt. 2 para. 2 in force at 3.8.2023, see [art. 1](#)

3. The exercise of the powers of article 30 (statutory undertakers) are subject to Part 10 of Schedule 3A (the electronic communications code) to the 2003 Act.

#### Commencement Information

I119 Sch. 9 Pt. 2 para. 3 in force at 3.8.2023, see [art. 1](#)

4.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or their construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works, or other property of an operator); or



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(b) there is any interruption in the supply of the service provided by an operator, the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and must—

- (i) make reasonable compensation to an operator for loss sustained by it; and
- (ii) indemnify an operator against claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, an operator by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand may be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this paragraph must be referred to and settled by arbitration under article 39 (arbitration).

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**Commencement Information**

**I120** Sch. 9 Pt. 2 para. 4 in force at 3.8.2023, see [art. 1](#)

5. This Part of this Schedule does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or
- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

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**Commencement Information**

**I121** Sch. 9 Pt. 2 para. 5 in force at 3.8.2023, see [art. 1](#)

6. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

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**Commencement Information**

**I122** Sch. 9 Pt. 2 para. 6 in force at 3.8.2023, see [art. 1](#)

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## PART 3

### FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC AS ELECTRICITY UNDERTAKER AND NATIONAL GRID GAS PLC AS GAS UNDERTAKER PART 3A - NATIONAL GRID ELECTRICITY TRANSMISSION PLC

#### Application

1. For the protection of National Grid as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid.

#### Commencement Information

I123 Sch. 9 Pt. 3 Ch. 1 para. 1 in force at 3.8.2023, see [art. 1](#)

#### Interpretation

2. In this Part 3A of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or must be lodged or which gives or will give access to apparatus;

“authorised development” has the same meaning as in article 2 (interpretation) of this Order (unless otherwise specified) and for the purposes of this Part of this Schedule must include the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for National Grid’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

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“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means National Grid Electricity Transmission PLC (Company No. 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed; and

“specified works” means any of the authorised development or activities (including onshore site preparation works, monitoring, ground work operations or the receipt and erection of construction plant and equipment) undertaken in association with the authorised development which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 7 or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7 or otherwise; and/or
- (c) includes in relation to any electricity apparatus any activity that is referred to in development near overhead lines EN43-8 and HSE’s guidance note 6 “Avoidance of Danger from Overhead Lines.”

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**Commencement Information**

**I124** Sch. 9 Pt. 3 Ch. 1 para. 2 in force at 3.8.2023, see [art. 1](#)

3. Except for paragraphs 4 (apparatus of National Grid in streets subject to temporary stopping up), 9 (retained apparatus: protection of National Grid as electricity undertaker), 10 (expenses) and 11 (indemnity) which must apply in respect of the exercise of all or any powers under this Order affecting the rights and apparatus of National Grid, this Schedule does not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

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**Commencement Information**

**I125** Sch. 9 Pt. 3 Ch. 1 para. 3 in force at 3.8.2023, see [art. 1](#)

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**Commencement Information**

**I124** Sch. 9 Pt. 3 Ch. 1 para. 2 in force at 3.8.2023, see [art. 1](#)

**I125** Sch. 9 Pt. 3 Ch. 1 para. 3 in force at 3.8.2023, see [art. 1](#)

### **Apparatus of National Grid in streets subject to temporary closure**

4.—(1) Where any public right of way is stopped up under article 11 (closure and diversion of public rights of way and access land), if National Grid has any apparatus in the street or accessed via that street National Grid must be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the closure and the undertaker must grant to National Grid, or must procure the granting to National Grid of, legal easements reasonably satisfactory to National Grid

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in respect of such apparatus and access to it prior to the closure of any such street or highway but nothing in this paragraph affects any right of the undertaker or National Grid to require the removal of that apparatus under paragraph 7 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 9.

(2) Notwithstanding the temporary closure under the powers of article 11 (closure and diversion of public rights of way and access land), National Grid must be at liberty at all times to take all necessary access across any such street and/or to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the closure or diversion was in that street.

#### Commencement Information

**I126** Sch. 9 Pt. 3 Ch. 1 para. 4 in force at 3.8.2023, see [art. 1](#)

#### Protective works to buildings

5. The undertaker, in the case of the powers conferred by article 16 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid which must not unreasonably be withheld.

#### Commencement Information

**I127** Sch. 9 Pt. 3 Ch. 1 para. 5 in force at 3.8.2023, see [art. 1](#)

#### Acquisition of land

6.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker must not appropriate or acquire or take temporary possession of any land or apparatus or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld).

(2) Where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid and/or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(3) Any agreement or consent granted by National Grid under paragraph 9 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

#### Commencement Information

**I128** Sch. 9 Pt. 3 Ch. 1 para. 6 in force at 3.8.2023, see [art. 1](#)

#### Removal of apparatus

7.—(1) If, in the exercise of the powers conferred by the Order, the undertaker acquires any interest in or possesses temporarily any Order land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and

is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works comprised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid and the undertaker.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

#### **Commencement Information**

**I129** Sch. 9 Pt. 3 Ch. 1 para. 7 in force at 3.8.2023, see [art. 1](#)

### **Facilities and rights for alternative apparatus**

**8.—(1)** Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.

(2) If the facilities and rights to be afforded by the undertaker and agreed with National Grid under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter must be referred to

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arbitration under paragraph 31 (arbitration) of this Part 3 and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph (2) article 39 (arbitration) of this Order applies.

#### Commencement Information

**I130** Sch. 9 Pt. 3 Ch. 1 para. 8 in force at 3.8.2023, see [art. 1](#)

#### Retained apparatus: Protection of National Grid as Electricity Undertaker

**9.—(1)** Not less than 56 days before the commencement of any specified works, the undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity assets.

(2) In relation to works which will or may be situated on, over, under or within—

- (a) 15 metres measured in any direction of any apparatus, or
- (b) involve embankment works within 15 metres of any apparatus,

the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes;
- (g) an assessment of risks of rise of earth issues; and
- (h) a ground monitoring scheme, where required.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must in addition to the matters set out in sub-paragraph (2) include a method statement describing—

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;
- (f) written details of the operations and maintenance regime for the cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid's engineers; and



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- (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.
- (4) The undertaker must not commence any works to which sub-paragraph (1), (2) or (3) apply until National Grid has given written approval of the plan so submitted.
- (5) Any approval of National Grid required under sub-paragraph (1), (2), or (3)—
- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (6) or (8); and
  - (b) must not be unreasonably withheld.
- (6) In relation to a work to which sub-paragraph (1), (2) or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.
- (7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (2), (3) or (6) as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (6), (8) and/or (9) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.
- (8) Where National Grid requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of any specified works for which protective works are required and National Grid must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).
- (9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs (1) to (3) and (6) to (7) shall apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).
- (10) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.
- (11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and comply with sub-paragraph (12) at all times.
- (12) At all times when carrying out any works authorised under this Order, the undertaker must comply with National Grid's policies for development near overhead lines ENA TA 43-8 and the Health and Safety Executive's guidance note 6 "Avoidance of Danger from Overhead Lines".

#### **Commencement Information**

**I131** Sch. 9 Pt. 3 Ch. 1 para. 9 in force at 3.8.2023, see [art. 1](#)

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## Expenses

**10.**—(1) Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus or alternative apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid—
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3); or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement settled by arbitration in accordance with article 39 (arbitration) of this Order to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—



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- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
  - (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.
- (5) Any amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

#### Commencement Information

**I132** Sch. 9 Pt. 3 Ch. 1 para. 10 in force at 3.8.2023, see [art. 1](#)

#### Indemnity

**11.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works (including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works), any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from National Grid the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and
- (b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party other than arising from any default by National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid as a consequence of the authorised development or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (2) where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan or as otherwise agreed between the undertaker and National Grid.

(3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents;
- (b) any authorised development and/or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 5 (benefit

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of the Order) of the Order subject to the proviso that once such works become apparatus (“new apparatus”), any works yet to be executed and not falling within this sub-paragraph 11(3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 11 in respect of such new apparatus; and/or

- (c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) National Grid must give the undertaker reasonable notice of any such claim or demand and no settlement, admission of liability or compromise or demand must be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

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**Commencement Information**

**I133** Sch. 9 Pt. 3 Ch. 1 para. 11 in force at 3.8.2023, see [art. 1](#)

**Enactments and agreements**

**12.** Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between the undertaker and National Grid, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

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**Commencement Information**

**I134** Sch. 9 Pt. 3 Ch. 1 para. 12 in force at 3.8.2023, see [art. 1](#)

**Co-operation**

**13.—(1)** Where in consequence of the proposed construction of any part of the authorised development, the undertaker or National Grid requires the removal of apparatus under paragraph 7(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 9, National Grid shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid’s undertaking and National Grid shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid’s consent, agreement or approval to is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by National Grid, it must not be unreasonably withheld or delayed.

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**Commencement Information**

**I135** Sch. 9 Pt. 3 Ch. 1 para. 13 in force at 3.8.2023, see [art. 1](#)

**Access**

**14.** If in consequence of the agreement reached in accordance with paragraph 6 or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must

provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

**Commencement Information**

I136 Sch. 9 Pt. 3 Ch. 1 para. 14 in force at 3.8.2023, see [art. 1](#)

**Arbitration**

15. Save for differences or disputes arising under paragraphs 7(2), 7(4), 8(1) and 9 any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 39 (arbitration).

**Commencement Information**

I137 Sch. 9 Pt. 3 Ch. 1 para. 15 in force at 3.8.2023, see [art. 1](#)

**Notices**

16. The plans submitted to National Grid by the undertaker pursuant to paragraph 9(1) must be sent to National Grid LSBUD at <https://lsbud.co.uk/> or [assetprotection@nationalgrid.com](mailto:assetprotection@nationalgrid.com) or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

**Commencement Information**

I138 Sch. 9 Pt. 3 Ch. 1 para. 16 in force at 3.8.2023, see [art. 1](#)

PART 3B - NATIONAL GRID GAS PLC

**Application**

17. For the protection of National Grid as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid.

**Commencement Information**

I139 Sch. 9 Pt. 3 Ch. 2 para. 17 in force at 3.8.2023, see [art. 1](#)

**Interpretation**

18. In this Part 3B of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any mains, pipes or other apparatus belonging to or maintained by National Grid for the purposes of gas supply, together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of National

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Grid for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or must be lodged or which gives or will give access to apparatus;

“authorised development” has the same meaning as in article 2 (interpretation) of this Order (unless otherwise specified) and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for National Grid’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means National Grid Gas PLC (Company No. 200600) whose registered office is at 1-3 Strand, London, WC2N 5EH, or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

“Network Code” means the network code prepared by National Grid as from time to time modified pursuant to the licence granted, or treated as granted, to it from time to time under the Gas Act 1986 as amended, in respect of its national transmission system;

“Network Code Claims” means any claim made against National Grid by any person under the Network Code arising out of or in connection with any failure by National Grid to make gas available for off take at, or a failure to accept gas tendered for delivery from, any entry point to or exit point from the National Grid network as a result of the authorised works or any costs and/or expenses incurred by National Grid as a result of or in connection with, it taking action (including purchase or buy back of capacity) for the purpose of managing constraint or potential constraint on the National Grid Network which may arise as a direct result of the authorised works;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed; and

“specified works” means any of the authorised development or activities (including onshore site preparation works, monitoring, ground work operations or the receipt and erection of construction plant and equipment) undertaken in association with the authorised development which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 23 or otherwise;

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- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 23 or otherwise; and/or
- (c) includes in relation to any gas apparatus any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Grid’s policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW/22”).

**Commencement Information**

**I140** Sch. 9 Pt. 3 Ch. 2 para. 18 in force at 3.8.2023, see [art. 1](#)

**19.** Except for paragraphs 20 (apparatus of National Grid in streets subject to temporary closure), 25 (retained apparatus: protection of National Grid as gas undertaker), 26 (expenses) and 27 (indemnity) which must apply in respect of the exercise of all or any powers under this Order affecting the rights and apparatus of National Grid, this Schedule does not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

**Commencement Information**

**I141** Sch. 9 Pt. 3 Ch. 2 para. 19 in force at 3.8.2023, see [art. 1](#)

**Commencement Information**

**I140** Sch. 9 Pt. 3 Ch. 2 para. 18 in force at 3.8.2023, see [art. 1](#)

**I141** Sch. 9 Pt. 3 Ch. 2 para. 19 in force at 3.8.2023, see [art. 1](#)

**Apparatus of National Grid in streets subject to temporary closure**

**20.—(1)** Where any public right of way is closed under article 11 (closure and diversion of public rights of way and access land), if National Grid has any apparatus in the street or accessed via that street National Grid must be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the closure and the undertaker must grant to National Grid, or must procure the granting to National Grid of, legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the closure of any such street or highway but nothing in this paragraph affects any right of the undertaker or National Grid to require the removal of that apparatus under paragraph 23 or the power of the undertaker, subject to compliance with this subparagraph, to carry out works under paragraph 25.

(2) Notwithstanding the temporary closure under the powers of article 11 (closure and diversion of public rights of way and access land), National Grid must be at liberty at all times to take all necessary access across any such street and/or to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the closure or diversion was in that street.

**Commencement Information**

**I142** Sch. 9 Pt. 3 Ch. 2 para. 20 in force at 3.8.2023, see [art. 1](#)

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## Protective works to buildings

**21.** The undertaker, in the case of the powers conferred by article 16 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid which must not unreasonably be withheld.

### Commencement Information

**I143** Sch. 9 Pt. 3 Ch. 2 para. 21 in force at 3.8.2023, see [art. 1](#)

## Acquisition of land

**22.—(1)** Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker must not appropriate or acquire or take temporary possession of any land or apparatus or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld).

(2) Where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid and/or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(3) Any agreement or consent granted by National Grid under paragraph 23 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

### Commencement Information

**I144** Sch. 9 Pt. 3 Ch. 2 para. 22 in force at 3.8.2023, see [art. 1](#)

## Removal of apparatus

**23.—(1)** If, in the exercise of the powers conferred by the Order, the undertaker acquires any interest in or possess temporarily any Order land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works comprised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid to its satisfaction (taking into account paragraph 24(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph 7(2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid and the undertaker.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph 7(2) or 7(3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

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**Commencement Information**

**I145** Sch. 9 Pt. 3 Ch. 2 para. 23 in force at 3.8.2023, see [art. 1](#)

**Facilities and rights for alternative apparatus**

**24.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.

(2) If the facilities and rights to be afforded by the undertaker and agreed with National Grid under sub-paragraph 8(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter must be referred to arbitration under paragraph 31 (arbitration) and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph 8(2) article 39 (arbitration) of this Order must apply.

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**Commencement Information**

**I146** Sch. 9 para. 24 in force at 3.8.2023, see [art. 1](#)



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### **Retained apparatus: protection of National Grid as Gas Undertaker**

**25.**—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid a plan and, if reasonably required by National Grid, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to National Grid under sub-paragraph 9(1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs 9(1) and (2) apply until National Grid has given written approval of the plan so submitted.

(4) Any approval of National Grid required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7); and
- (b) must not be unreasonably withheld.

(5) In relation to a work to which sub-paragraphs 9(1) and/or (2) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraphs 9(1) and (2) or as relevant sub-paragraph (5), as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (7) and/or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(7) Where National Grid requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of any specified works for which protective works are required and National Grid must give notice of its requirement for such protective works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If National Grid in accordance with sub-paragraph (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 17 to 19 and 22 to 23 apply as if the removal of the apparatus had been required by the undertaker under paragraph 23(2).

(9) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The undertaker will not be required to comply with sub-paragraph 9(1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid



notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances; and comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under this Order the undertaker must comply with National Grid’s policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22” and the Health and Safety Executive’s HS(~G)47 Avoiding Danger from underground services”.

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that National Grid retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 26.

#### Commencement Information

I147 Sch. 9 para. 25 in force at 3.8.2023, see [art. 1](#)

### Expenses

**26.**—(1) Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus or alternative apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid—
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 23(3); or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph 10(1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

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(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement settled by arbitration in accordance with article 39 (arbitration) of this Order to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph 10(1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph 10(3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph 10(1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

#### Commencement Information

**I148** Sch. 9 para. 26 in force at 3.8.2023, see [art. 1](#)

#### Indemnity

**27.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works (including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works), any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from National Grid the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and

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(b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party and including any Network Code Claims other than arising from any default by National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid as a consequence of the authorised development or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (2) where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan or as otherwise agreed between the undertaker and National Grid.

(3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents;
- (b) any authorised development and/or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 5 (benefit of the Order) of the Order subject to the proviso that once such works become apparatus (“new apparatus”), any works yet to be executed and not falling within this sub-paragraph (3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 11 in respect of such new apparatus; and/or
- (c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) National Grid must give the undertaker reasonable notice of any such claim or demand and no settlement, admission of liability or compromise or demand must be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

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#### Commencement Information

**I149** Sch. 9 para. 27 in force at 3.8.2023, see [art. 1](#)

#### Enactments and agreements

**28.** Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between the undertaker and National Grid, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

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#### Commencement Information

**I150** Sch. 9 para. 28 in force at 3.8.2023, see [art. 1](#)

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## Co-operation

**29.**—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or National Grid requires the removal of apparatus under paragraph 23(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 25, National Grid shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid’s undertaking and National Grid shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid’s consent, agreement or approval to is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by National Grid, it must not be unreasonably withheld or delayed.

### Commencement Information

**I151** Sch. 9 para. 29 in force at 3.8.2023, see [art. 1](#)

## Access

**30.** If in consequence of the agreement reached in accordance with paragraph 22 or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

### Commencement Information

**I152** Sch. 9 para. 30 in force at 3.8.2023, see [art. 1](#)

## Arbitration

**31.** Save for differences or disputes arising under paragraphs 23(2), 23(4), 24(1) and 25 any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 39 (arbitration).

### Commencement Information

**I153** Sch. 9 para. 31 in force at 3.8.2023, see [art. 1](#)

## Notices

**32.** The plans submitted to National Grid by the undertaker pursuant to paragraph 25(1) must be sent to National Grid LSBUD at <https://lsbud.co.uk/> or [assetprotection@nationalgrid.com](mailto:assetprotection@nationalgrid.com) or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

### Commencement Information

**I154** Sch. 9 para. 32 in force at 3.8.2023, see [art. 1](#)

## PART 4

### PROTECTION OF RAILWAY INTERESTS

1. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 16 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

#### Commencement Information

**I155** Sch. 9 Pt. 4 para. 1 in force at 3.8.2023, see [art. 1](#)

2. In this Part of this Schedule—

“asset protection agreement” means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993<sup>(52)</sup>;

“Network Rail” means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at 1 Eversholt Street, London, NW1 2DN) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 of the Companies Act 2006<sup>(53)</sup>) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited’s railway undertaking;

“plans” includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

“regulatory consents” means any consent or approval required under—

- (a) the Railways Act 1993;
- (b) the network licence; and/or
- (c) any other relevant statutory or regulatory provisions;

<sup>(52)</sup> 1993 c. 43.

<sup>(53)</sup> 2006 c. 46.

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by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development;

“specified work” means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 4 (maintenance of authorised development) in respect of such works.

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#### Commencement Information

**I156** Sch. 9 Pt. 4 para. 2 in force at 3.8.2023, see [art. 1](#)

**3.—(1)** Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

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#### Commencement Information

**I157** Sch. 9 Pt. 4 para. 3 in force at 3.8.2023, see [art. 1](#)

**4.—(1)** The undertaker must not exercise the powers conferred by—

- (a) article 3 (development consent granted by the Order);
- (b) article 4 (power to maintain the authorised project);
- (c) article 15 (discharge of water);
- (d) article 17 (authority to survey and investigate the land onshore);
- (e) article 18 (compulsory acquisition of land);
- (f) article 21 (compulsory acquisition of rights etc);
- (g) article 22 (private rights);
- (h) article 24 (statutory authority to override easements and other rights);
- (i) article 25 (acquisition of subsoil only);
- (j) article 28 (temporary use of land for carrying out the authorised project);
- (k) article 29 (temporary use of land for maintaining the authorised project);
- (l) article 30 (statutory undertakers);
- (m) article 36 (felling or lopping of trees and removal of hedgerows);
- (n) article 37 (trees subject to tree preservation orders);



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- (o) the powers conferred by section 11(3) (power of entry) of the 1965 Act;
- (p) the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016;
- (q) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;
- (r) any powers under in respect of the temporary possession of land under the Neighbourhood Planning Act 2017;

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 22 (private rights), article 24 (power to override easements and other rights) or article 30 (statutory undertakers), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.

(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).

(7) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

#### **Commencement Information**

**I158** Sch. 9 Pt. 4 para. 4 in force at 3.8.2023, see [art. 1](#)

**5.—**(1) The undertaker must not submit the construction traffic management plan to the relevant planning authority in accordance with requirement 19 (construction traffic management plan) without having first obtained the written approval of Network Rail in respect of all provisions relating to Cranswick Level Crossing, Driffield Level Crossing and safety briefings for HGV drivers on the safe use of level crossings affected by the authorised project in accordance with sub-paragraph (2).

(2) The undertaker must provide Network Rail with a draft of the construction traffic management plan for approval and Network Rail must within a period of 28 days beginning with the date on which the draft construction traffic management plan is received by Network Rail and acting reasonably serve written notice on the undertaker confirming that—

- (a) the draft construction traffic management plan is approved; or
- (b) the draft construction traffic management plan is approved subject to reasonable amendments as required by Network Rail; or

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- (c) the draft construction traffic management plan is not approved and the reason for the non-approval; or
- (d) that further information is required in order for Network Rail to make its determination (in which case this paragraph 5(2) must apply to such further information from the date of its receipt by Network Rail).

(3) In the event that Network Rail fails to serve written notice in accordance with paragraph 5(2) within 28 days of receipt Network Rail is deemed to have served a notice pursuant to paragraph 5(2)(a).

(4) The undertaker must include any reasonable amendments which are required by Network Rail and notified to the undertaker by Network Rail in the notice given pursuant to paragraph 5(2)(b) in the draft construction traffic management plan it submits to the relevant planning authority in accordance with requirement 19 (construction traffic management plan) and the undertaker must not submit any such written details that relate to Cranswick Level Crossing, Driffield Level Crossing and/or safety briefings for HGV drivers on the safe use of level crossings affected by the authorised project to the relevant planning authority which have not been approved by Network Rail in accordance with paragraphs 5(2) or 5(3).

(5) Each notice and all other information required to be sent to Network Rail under the terms of this paragraph 5 must—

- (a) be sent to the Company Secretary and General Counsel at Network Rail Infrastructure Limited, 1 Eversholt Street, London, NW1 2DN via Royal Mail plc's special delivery service (or if this service is no longer being provided an appropriate recorded delivery postal service) and marked for the attention of the Level Crossing Manager; and
- (b) contain a clear statement on its front page that Network Rail must respond within 28 days of receipt.

(6) In the event that any subsequent changes are made to the construction traffic management plan following consultation with Network Rail, in so far as such changes impact on railway property, the undertaker must not submit any such written details to the relevant planning authorities or finalise any updates to the construction traffic management plan without further consultation with Network Rail.

#### **Commencement Information**

**1159** Sch. 9 Pt. 4 para. 5 in force at 3.8.2023, see [art. 1](#)

**6.—(1)** The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of



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the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.

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**Commencement Information**

**I160** Sch. 9 Pt. 4 para. 6 in force at 3.8.2023, see [art. 1](#)

7.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 6(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 6;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

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**Commencement Information**

**I161** Sch. 9 Pt. 4 para. 7 in force at 3.8.2023, see [art. 1](#)

8. The undertaker must—

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- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

**Commencement Information**

**I162** Sch. 9 Pt. 4 para. 8 in force at 3.8.2023, see [art. 1](#)

**9.** Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

**Commencement Information**

**I163** Sch. 9 Pt. 4 para. 9 in force at 3.8.2023, see [art. 1](#)

**10.**—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 6(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 11(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

**Commencement Information**

**I164** Sch. 9 Pt. 4 para. 10 in force at 3.8.2023, see [art. 1](#)

**11.** The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

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- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 6(3) or in constructing any protective works under the provisions of paragraph 6(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

**Commencement Information**

**I165** Sch. 9 Pt. 4 para. 11 in force at 3.8.2023, see [art. 1](#)

**12.—(1)** In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail’s apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 6(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker’s compliance with sub-paragraph (3)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 6(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and

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(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 6(1) has effect subject to the sub-paragraph.

(6) Prior to the commencement of operation of the authorised development the undertaker shall test the use of the authorised development in a manner that shall first have been agreed with Network Rail and if, notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and
- (d) the undertaker shall not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;
- (b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 7.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 16(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 11(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

#### Commencement Information

**I166** Sch. 9 Pt. 4 para. 12 in force at 3.8.2023, see [art. 1](#)

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13. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

**Commencement Information**

**I167** Sch. 9 Pt. 4 para. 13 in force at 3.8.2023, see [art. 1](#)

14. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

**Commencement Information**

**I168** Sch. 9 Pt. 4 para. 14 in force at 3.8.2023, see [art. 1](#)

15. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

**Commencement Information**

**I169** Sch. 9 Pt. 4 para. 15 in force at 3.8.2023, see [art. 1](#)

16.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction, maintenance or operation of a specified work or the failure thereof; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work,
- (c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;
- (d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others;
- (e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development,

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission:

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and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

- (a) give the undertaker reasonable written notice of any such claims or demands;
- (b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and
- (c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs is, in the event of default, enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

“the relevant costs” means the costs, losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

#### Commencement Information

**I170** Sch. 9 Pt. 4 para. 16 in force at 3.8.2023, see [art. 1](#)

**17.** Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 16) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

#### Commencement Information

**I171** Sch. 9 Pt. 4 para. 17 in force at 3.8.2023, see [art. 1](#)

**18.** In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.



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**Commencement Information**

**I172** Sch. 9 Pt. 4 para. 18 in force at 3.8.2023, see [art. 1](#)

**19.** The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works and land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

**Commencement Information**

**I173** Sch. 9 Pt. 4 para. 19 in force at 3.8.2023, see [art. 1](#)

**20.** Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I (the provision of services) of the Railways Act 1993.

**Commencement Information**

**I174** Sch. 9 Pt. 4 para. 20 in force at 3.8.2023, see [art. 1](#)

**21.** The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State’s consent under article 5 (benefit of the Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

**Commencement Information**

**I175** Sch. 9 Pt. 4 para. 21 in force at 3.8.2023, see [art. 1](#)

**22.** The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 38 (certification of plans, etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.

**Commencement Information**

**I176** Sch. 9 Pt. 4 para. 22 in force at 3.8.2023, see [art. 1](#)

**23.** In relation to any dispute arising under this Part of this Schedule (except for those disputes referred to in paragraph 12) the provisions of article 39 (arbitration) shall not apply and any such dispute, unless otherwise provided for, must be referred to and settled by a single arbitrator to be

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agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institution of Civil Engineers.

#### Commencement Information

I177 Sch. 9 Pt. 4 para. 23 in force at 3.8.2023, see [art. 1](#)

## PART 5

### FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

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

(2) In this Part of this Schedule—

“the Agency” means the Environment Agency;

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation and “construct” and “constructed” shall be construed accordingly;

“drainage work” means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

“the fishery” means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

“main river” means all watercourses shown as such on the statutory main river maps held by the Agency and the Department for Environment, Food and Rural Affairs including any structure or appliance for controlling or regulating the flow of water in or out of the channel;

“plans” includes sections, drawings, specifications, calculations and method statements;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 16 metres of a drainage work or is otherwise likely to—

- (a) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
- (b) affect the flow, purity or quality of water in any watercourse or other surface waters or ground water;
- (c) cause obstruction to the free passage of fish or damage to any fishery;
- (d) affect the conservation, distribution or use of water resources.; or
- (e) affect the conservation value of the main river and habitats in its immediate vicinity; and

“watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, basins, sewers and passages through which water flows except a public sewer.

#### Commencement Information

I178 Sch. 9 Pt. 5 para. 1 in force at 3.8.2023, see [art. 1](#)



2.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 11.

(3) Any approval of the Agency required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or receipt of further particulars if such particulars have been requested by the Agency for approval; and
- (c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or in the discharge of its environmental duties.

(4) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

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**Commencement Information**

**I179** Sch. 9 Pt. 5 para. 2 in force at 3.8.2023, see [art. 1](#)

3. Without limiting paragraph 2, the requirements which the Agency may have under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

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**Commencement Information**

**I180** Sch. 9 Pt. 5 para. 3 in force at 3.8.2023, see [art. 1](#)

4.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 3, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved under this Part; and
- (b) to the reasonable satisfaction of the Agency, and the Agency shall be entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work.

(4) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part, the Agency may by notice in writing

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require the undertaker at the undertaker's own expense to comply with the requirements of this Part or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.

(5) Subject to sub-paragraph (6) and paragraph 9, if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (4) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice, and any expenditure incurred by the Agency in so doing shall be recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency shall not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined in accordance with paragraph 11.

#### Commencement Information

**I181** Sch. 9 Pt. 5 para. 4 in force at 3.8.2023, see [art. 1](#)

**5.—(1)** Subject to sub-paragraph (6) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(3) Subject to sub-paragraph (5) and paragraph 9, if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any expenditure incurred by the Agency in so doing shall be recoverable from the undertaker.

(4) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the Agency in accordance with these Protective Provisions the Agency may serve written notice requiring the undertaker to cease all or part of the specified works and the undertaker must cease the specified works or part thereof until it has obtained the consent or complied with the condition unless the cessation of the specified works or part thereof would cause greater damage than compliance with the written notice.

(5) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency shall not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 11.

(6) This paragraph does not apply to drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so.

**Commencement Information**

**I182** Sch. 9 Pt. 5 para. 5 in force at 3.8.2023, see [art. 1](#)

6. Subject to paragraph 9, if by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

**Commencement Information**

**I183** Sch. 9 Pt. 5 para. 6 in force at 3.8.2023, see [art. 1](#)

7. If by reason of construction of the specified work the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of the undertaker becoming aware of such obstruction.

**Commencement Information**

**I184** Sch. 9 Pt. 5 para. 7 in force at 3.8.2023, see [art. 1](#)

8.—(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

- (a) the construction of any specified work; or
- (b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage.

(3) Subject to paragraph 9, if within such time as may be reasonably practicable for that purpose after the receipt of written notice from the Agency of any damage or expected damage to a fishery, the undertaker fails to take such steps as are described in sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in so doing shall be recoverable from the undertaker.

(4) Subject to paragraph 9, in any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in so doing provided that notice specifying those steps is served on the

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undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

**Commencement Information**

**1185** Sch. 9 Pt. 5 para. 8 in force at 3.8.2023, see [art. 1](#)

**9.** The undertaker shall indemnify the Agency in respect of all costs, charges and expenses which the Agency may incur—

- (a) in the examination or approval of plans under this Part;
- (b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part; and
- (c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

**Commencement Information**

**1186** Sch. 9 Pt. 5 para. 9 in force at 3.8.2023, see [art. 1](#)

**10.—(1)** The undertaker is responsible for and shall indemnify the Agency against all costs and losses not otherwise provided for in this Part which may be incurred or suffered by the Agency by reason of—

- (a) the construction, operation or maintenance of any specified works comprised within the authorised works or the failure of any such works comprised within them; or
- (b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the authorised works or dealing with any failure of the authorised works.

(2) For the avoidance of doubt, in sub-paragraph (1)—

“costs” includes—

- (a) expenses and charges;
- (b) staff costs and overheads;
- (c) legal costs;

“losses” includes physical damage.

(3) The undertaker shall indemnify the Agency against all liabilities, claims and demands arising out of or in connection with the authorised works or otherwise out of the matters referred to in sub-paragraph (1)(a) and (1)(b).

(4) For the avoidance of doubt, in sub-paragraph (3)—

“claims” and “demands” include as applicable—

- (a) costs (within the meaning of sub-paragraph (2)) incurred in connection with any claim or demand; and
- (b) any interest element of sums claimed or demanded;

“liabilities” includes—

- (a) contractual liabilities;
- (b) tortious liabilities (including liabilities for negligence or nuisance);
- (c) liabilities to pay statutory compensation or for breach of statutory duty;

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- (d) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).
- (5) The Agency must give to the undertaker reasonable notice of any such claim or demand, and no settlement or compromise shall be made without the agreement of the undertaker which agreement shall not be unreasonably withheld or delayed.
- (6) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, shall not relieve the undertaker from any liability under the provisions of this Part.

**Commencement Information**

**I187** Sch. 9 Pt. 5 para. 10 in force at 3.8.2023, see [art. 1](#)

**11.** Any dispute arising between the undertaker and the Agency under this Part shall, if the parties agree, be determined by arbitration under article 39 (arbitration), but shall otherwise be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

**Commencement Information**

**I188** Sch. 9 Pt. 5 para. 11 in force at 3.8.2023, see [art. 1](#)

## PART 6

### FOR THE PROTECTION OF DRAINAGE AUTHORITIES

**1.** The provisions of this Part have effect for the protection of the drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

**Commencement Information**

**I189** Sch. 9 Pt. 6 para. 1 in force at 3.8.2023, see [art. 1](#)

**2.** In this Part of this Schedule—

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation and “construct” and “constructed” is to be construed accordingly;

“drainage authority” means in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991<sup>(54)</sup>;

“drainage work” means any ordinary watercourse and includes any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence in connection with an ordinary watercourse which is the responsibility of the drainage authority;

“independent review” means a review carried out by a third party confirming the findings of the undertaker in the assessment of the impact of the proposed specified work on flood risk;

(54) 1991 c. 59.

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“ordinary watercourse” has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

“plans” includes any information reasonably required by the drainage authority including location details, grid references, sections, drawings, specifications, assessments and method statements; and

“specified work” means so much of any work or operation authorised by this Order as is in, on, under over or within 9 metres of a drainage work and which comprises any of the following works carried out in relation to or which may affect any ordinary watercourse—

- (a) the erection of any mill, dam, weir, or other similar obstruction to the flow of an ordinary watercourse, or raising or otherwise altering any such obstruction;
- (b) the construction or installation of a bridge or other structure;
- (c) the erection of a culvert in an ordinary watercourse;
- (d) the alteration of an ordinary watercourse or a culvert or other form of drainage infrastructure in a manner that would be likely to affect the flow of an ordinary watercourse;
- (e) the introduction by means of any channel, siphon, pipeline or sluice or by any other means whatsoever any water into any ordinary watercourse within the Order limits so as to directly or indirectly increase the flow or volume of water in any ordinary watercourse within the Order limits without the previous consent of the drainage authority;
- (f) any work likely to obstruct flow or adversely affect the integrity of any embankment, wall or enclosing structure containing an ordinary watercourse.

#### Commencement Information

**I190** Sch. 9 Pt. 6 para. 2 in force at 3.8.2023, see [art. 1](#)

**3.—(1)** Before commencing construction of a specified work, the undertaker must submit to the drainage authority plans of the specified work, including an independent review and such further particulars available to it as the drainage authority may within 14 days of the submission of the plans reasonably request.

(2) The undertaker must not commence construction of the specified work until approval, unconditionally or conditionally, has been given as provided in this paragraph.

(3) A specified work must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority or determined under paragraph 12.

(4) Any approval of the drainage authority required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within 56 days of the submission of the plans for approval, or submission of further particulars (where required by the drainage authority under sub-paragraph (1)) whichever is the later; and
- (c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work, for the protection of any ordinary watercourse or for the prevention of flooding.

(5) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal.



#### Commencement Information

**I191** Sch. 9 Pt. 6 para. 3 in force at 3.8.2023, see [art. 1](#)

4. Without limiting paragraph 3, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage by reason of any specified work; or
- (b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired, and that the risk of flooding is not otherwise increased, by reason of any specified work.

#### Commencement Information

**I192** Sch. 9 Pt. 6 para. 4 in force at 3.8.2023, see [art. 1](#)

5.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 4, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and
- (b) to the reasonable satisfaction of the drainage authority, and an officer of the drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the drainage authority—

- (a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and
- (b) notice in writing of its completion not later than 7 days after the date of completion.

(3) If the drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before the construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the drainage authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is agreed, to restore the site to its former condition to such extent and within such limits as the drainage authority reasonably requires.

(5) Subject to sub-paragraph (6) and paragraphs 9 and 10, if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the drainage authority may execute the works specified in the notice and any reasonable expenditure incurred by it in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the drainage authority must not except in an emergency exercise the

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powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 12.

#### Commencement Information

**I193** Sch. 9 Pt. 6 para. 5 in force at 3.8.2023, see [art. 1](#)

**6.—(1)** Subject to sub-paragraph (5), the undertaker must from the commencement of the construction of the specified work maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation on land held by the undertaker for the purpose of or in connection with the specified work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the drainage authority, the drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of the work, or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and restore the site to its former condition, to such extent and within such limits as the drainage authority reasonably requires.

(3) Subject to sub-paragraph (4) and paragraphs 9 and 10, if, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the drainage authority may do what is reasonably necessary for such compliance and may recover any reasonable expenditure reasonably incurred by it in so doing from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the drainage authority must not except in a case of emergency exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 12.

(5) This paragraph does not apply to—

- (a) drainage works which are vested in the drainage authority, or which the drainage authority or another person is liable to maintain and is not prevented by this Order from so doing; and
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

#### Commencement Information

**I194** Sch. 9 Pt. 6 para. 6 in force at 3.8.2023, see [art. 1](#)

**7.** Subject to paragraphs 9 and 10 and paragraph 6(5)(b), if by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the drainage authority and, if the undertaker fails to do so, the drainage authority may make good the impairment or damage and recover from the undertaker any expenditure incurred by the drainage authority in so doing from the undertaker.



**Commencement Information**

**I195** Sch. 9 Pt. 6 para. 7 in force at 3.8.2023, see [art. 1](#)

**8.** If by reason of the construction of the specified work the drainage authority's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the drainage authority to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of the undertaker becoming aware of such obstruction.

**Commencement Information**

**I196** Sch. 9 Pt. 6 para. 8 in force at 3.8.2023, see [art. 1](#)

**9.** The undertaker must make reasonable compensation for costs, charges and expenses which the drainage authority may reasonably incur—

- (a) in the examination or approval of plans under this Part of this Schedule;
- (b) in the inspection of the construction of the specified works or any protective works required by the drainage authority under this Part of this Schedule; and
- (c) in the carrying out of any surveys or tests by the drainage authority which are reasonably required in connection with the construction of the specified works.

**Commencement Information**

**I197** Sch. 9 Pt. 6 para. 9 in force at 3.8.2023, see [art. 1](#)

**10.—(1)** The undertaker must make reasonable compensation for costs and losses which may be reasonably incurred or suffered by the drainage authority by reason of—

- (a) the construction of any specified work comprised within the authorised works; or
- (b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction of the specified works.

(2) In sub-paragraph (1)—

“costs” includes—

- (a) expenses and charges;
- (b) staff costs and overheads; and
- (c) legal costs; and

“losses” includes physical damage.

(3) The undertaker must make reasonable compensation for liabilities, claims and demands against the drainage authority arising out of or in connection with the specified works or otherwise out of the matters referred to in sub-paragraphs (1)(a) and (1)(b).

(4) In sub-paragraph (3)—

“claims” and “demands” include as applicable—

- (a) costs (within the meaning of sub-paragraph (2)) incurred in connection with any claim or demand; and
- (b) any interest element of sums claimed or demanded; and

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“liabilities” includes—

- (a) contractual liabilities;
- (b) tortious liabilities (including liabilities for negligence or nuisance);
- (c) liabilities to pay statutory compensation or for breach of statutory duty; and
- (d) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(5) The drainage authority must give to the undertaker notice of any such claim or demand.

(6) The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

(7) The drainage authority must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(8) The drainage authority must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(9) The drainage authority must, at the request of the undertaker, afford all reasonable assistance for the purpose of contesting any such claim or action and is entitled to be repaid its reasonable expenses reasonably incurred in so doing.

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**Commencement Information**

**I198** Sch. 9 Pt. 6 para. 10 in force at 3.8.2023, see [art. 1](#)

**11.** The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part of this Schedule.

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**Commencement Information**

**I199** Sch. 9 Pt. 6 para. 11 in force at 3.8.2023, see [art. 1](#)

**12.** Any dispute arising between the undertaker and the drainage authority under this Part of this Schedule, if the parties agree, is to be determined by arbitration under article 39 (arbitration), but otherwise is to be determined by the Secretary of State for Energy Security and Net Zero on a reference to them by the undertaker or the drainage authority, after notice in writing by one to the other.

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**Commencement Information**

**I200** Sch. 9 Pt. 6 para. 12 in force at 3.8.2023, see [art. 1](#)

## PART 7

### FOR THE PROTECTION OF DOGGERBANK OFFSHORE WIND FARM PROJECT 1 PROJCO LIMITED AND DOGGERBANK OFFSHORE WIND FARM PROJECT 2 PROJCO LIMITED

1. For the protection of Doggerbank Offshore Wind Farm Project 1 Projco Limited (Company No. 07791991) and Doggerbank Offshore Wind Farm Project 2 Projco Limited (Company No. 07914510) as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and Dogger Bank.

#### Commencement Information

I201 Sch. 9 Pt. 7 para. 1 in force at 3.8.2023, see [art. 1](#)

2. Part 1 of Schedule 9 shall not apply in respect of the interaction between the Hornsea Four authorised development and the Dogger Bank authorised development.

#### Commencement Information

I202 Sch. 9 Pt. 7 para. 2 in force at 3.8.2023, see [art. 1](#)

3. In this Part of this Schedule—

“acceptable insurance” means a third party liability insurance effected and maintained by the undertaker to a level of not less than £50,000,000 (fifty million pounds) (or such lower amount as may be agreed by Dogger Bank) per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained for the construction period of the authorised development which constitute specified works and arranged with an internationally recognised insurer of repute operating in the London and worldwide insurance market underwriters whose security/credit rating meets the same requirements as an “acceptable credit provider”, such policy shall include (but without limitation)—

- (a) Dogger Bank as a Co-Insured;
- (b) a cross liabilities clause; and
- (c) contractors’ pollution liability for third party property damage and third party bodily damage arising from a pollution/contamination event with cover of £10,000,000.00 (ten million pounds) per event or £20,000,000.00 (twenty million pounds) in aggregate;

“Dogger Bank” means Doggerbank Offshore Wind Farm Project 1 Projco Limited (Company No. 07791991) and Doggerbank Offshore Wind Farm Project 2 Projco Limited (Company No. 07914510) whose registered office is at No.1 Forbury Place, 43 Forbury Road, Reading, United Kingdom, RG1 3JH;

“the Dogger Bank authorised development” means the onshore development authorised by the Dogger Bank Order;

“Dogger Bank limits of deviation” means the areas of the Dogger Bank Order land in respect of which the Dogger Bank authorised development may be constructed, in accordance with article 3(2) of the Dogger Bank Order;

“the Dogger Bank Order” means the Dogger Bank Creyke Beck Offshore Wind Farm Order 2015 (as amended)(**55**);

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“the Dogger Bank Order land” means the land or any part of it shown as falling within the Dogger Bank Order limits;

“ground mitigation scheme” means a scheme approved by Dogger Bank (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the Dogger Bank authorised development which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for Dogger Bank’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme; and

“the Hornsea Four authorised development” means the development authorised by this Order;

“the respective authorised developments” means the Dogger Bank authorised development and the Hornsea Four authorised development;

“specified works” means the carrying out of any of the authorised development over, under or within 15 metres of the Dogger Bank authorised development or in the event that the Dogger Bank authorised development has not been constructed within the Dogger Bank limits of deviation.

#### Commencement Information

**I203** Sch. 9 Pt. 7 para. 3 in force at 3.8.2023, see [art. 1](#)

### Regulation of powers over the Hornsea Four Order land

**4.—(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 Dogger Bank limits of deviation otherwise than with the prior written consent of Dogger Bank.

(2) The articles referred to in sub-paragraph (1) are—

- (a) article 8 (street works);
- (b) article 10 (temporary restrictions of streets and public rights of way);
- (c) article 11 (stopping up and diversion of public rights of way and access land);
- (d) article 12 (access to works);
- (e) article 14 (power to alter layout etc. of streets);
- (f) article 15 (discharge of water);
- (g) article 17 (authority to survey and investigate the land onshore);
- (h) article 18 (compulsory acquisition of land);
- (i) article 19 (compulsory acquisition of land: minerals)
- (j) article 21 (compulsory acquisition of rights);
- (k) article 22 (private rights);
- (l) article 24 (statutory authority to override easements and other rights);
- (m) article 25 (acquisition of subsoil only);
- (n) article 27 (rights under or over streets);

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- (o) article 28 (temporary use of land for carrying out authorised project);
- (p) article 29 (temporary use of land for maintaining authorised development);
- (q) article 31 (statutory undertakers);
- (r) article 36 (felling or lopping of trees and removal of hedgerows); and
- (s) article 37 (trees subject to tree preservation orders).

(3) In the event that Dogger Bank 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.

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**Commencement Information**

**I204** Sch. 9 Pt. 7 para. 4 in force at 3.8.2023, see [art. 1](#)

**Co-operation during construction**

5. The undertaker may not acquire any land interest or override any easement or other interest of Dogger Bank within the Dogger Bank limits of deviation without first obtaining the written consent of Dogger Bank.

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**Commencement Information**

**I205** Sch. 9 Pt. 7 para. 5 in force at 3.8.2023, see [art. 1](#)

6.—(1) Wherever in this Part of this Schedule provision is made with respect to the approval or consent of Dogger Bank, that approval or consent shall be in writing (and subject to such reasonable terms and conditions as Dogger Bank may require), but shall not be unreasonably withheld.

(2) In the event that Dogger Bank does not respond in writing to a request for approval or consent within 28 days of receipt of such a request, Dogger Bank is deemed to have given its consent (without any terms or conditions).

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**Commencement Information**

**I206** Sch. 9 Pt. 7 para. 6 in force at 3.8.2023, see [art. 1](#)

7. Insofar as the construction of the Hornsea Four authorised development is or may be undertaken concurrently with the Dogger Bank authorised development, the undertaker shall—

- (a) co-operate with Dogger Bank 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 Dogger Bank and their respective contractors.
- (b) use reasonable endeavours to avoid any conflict arising between the carrying out of the respective authorised developments.

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**Commencement Information**

**I207** Sch. 9 Pt. 7 para. 7 in force at 3.8.2023, see [art. 1](#)

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8. Insofar as the construction of the Hornsea Four authorised development gives rise to the need to modify any scheme secured by a requirement contained in Part 3 of Schedule 1 to the Dogger Bank Order, the undertaker shall provide such assistance as is reasonably necessary to support Dogger Bank in pursuing any such modification.

#### Commencement Information

**I208** Sch. 9 Pt. 7 para. 8 in force at 3.8.2023, see [art. 1](#)

#### Commencement Information

**I205** Sch. 9 Pt. 7 para. 5 in force at 3.8.2023, see [art. 1](#)

**I206** Sch. 9 Pt. 7 para. 6 in force at 3.8.2023, see [art. 1](#)

**I207** Sch. 9 Pt. 7 para. 7 in force at 3.8.2023, see [art. 1](#)

**I208** Sch. 9 Pt. 7 para. 8 in force at 3.8.2023, see [art. 1](#)

### Protection of Dogger Bank

9.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to Dogger Bank a plan and, if reasonably required by Dogger Bank, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Dogger Bank under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;
- (d) the position of all Dogger Bank authorised development;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any of the Dogger Bank authorised development; and
- (f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until Dogger Bank has given written approval of the plan so submitted.

(4) Any approval of Dogger Bank required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7); and
- (b) must not be unreasonably withheld.

(5) In relation to a work to which sub-paragraphs (1) and/or (2) apply, Dogger Bank may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing the Dogger Bank authorised development against interference or risk of damage or for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any of the Dogger Bank authorised development.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraphs (1) and (2) or as relevant sub-paragraph (5), as amended from time to time by agreement between the undertaker and Dogger Bank and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) and/or (7) by Dogger Bank for the alteration or otherwise for the protection of the Dogger Bank authorised development, or

for securing access to it, and Dogger Bank will be entitled to watch and inspect the execution of those works.

(7) Where Dogger Bank requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Dogger Bank's satisfaction prior to the commencement of any specified works for which protective works are required and Dogger Bank must give notice of its requirement for such protective works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(9) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Dogger Bank notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (10) at all times.

(10) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that Dogger Bank retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 10.

**Commencement Information**

**I209** Sch. 9 Pt. 7 para. 9 in force at 3.8.2023, see [art. 1](#)

**Expenses**

**10.** Save where otherwise agreed in writing between Dogger Bank and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to Dogger Bank within 30 days of receipt of an itemised invoice or claim from Dogger Bank all charges, costs and expenses reasonably incurred by Dogger Bank in, or in connection with this Part of this Schedule including without limitation—

- (a) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (b) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

**Commencement Information**

**I210** Sch. 9 Pt. 7 para. 10 in force at 3.8.2023, see [art. 1](#)

**Indemnity**

**11.—**(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use,



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maintenance or failure of any of the onshore elements of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out the onshore elements of the authorised development (including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works), any damage is caused to any apparatus or property of Dogger Bank, or there is any interruption in any service provided, or in the supply of any goods, by Dogger Bank, or Dogger Bank becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from Dogger Bank the cost reasonably and properly incurred by Dogger Bank in making good such damage or restoring the supply; and
- (b) indemnify Dogger Bank for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Dogger Bank, by reason or in consequence of any such damage or interruption or Dogger Bank becoming liable to any third party as aforesaid other than arising from any default by Dogger Bank.

(2) The fact that any act or thing may have been done by Dogger Bank on behalf of the undertaker or in accordance with a plan approved by Dogger Bank or in accordance with any requirement of Dogger Bank as a consequence of the onshore elements of the authorised development or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (2) where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan or as otherwise agreed between the undertaker and Dogger Bank.

(3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of Dogger Bank, its officers, servants, contractors or agents.

(4) Dogger Bank must give the undertaker reasonable notice of any such claim or demand and no settlement, admission of liability or compromise or demand must be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(5) Dogger Bank must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands and penalties to which the indemnity under sub-paragraph (1) applies. If requested to do so by the undertaker, Dogger Bank must provide an explanation of how the claim has been minimised. The undertaker is only liable under sub-paragraph (1) for claims reasonably incurred by Dogger Bank.

(6) The undertaker must not commence construction (and must not permit the commencement of such construction) of any specified works until Dogger Bank is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker or its contractor has procured acceptable insurance (and provided evidence to Dogger Bank that it shall maintain such acceptable insurance for the construction period of the specified works from the proposed date of commencement of construction of the specified works) and Dogger Bank has confirmed the same in writing to the undertaker.

(7) In the event that the undertaker fails to comply with paragraph 11(5) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent Dogger Bank from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

#### Commencement Information

**I211** Sch. 9 Pt. 7 para. 11 in force at 3.8.2023, see [art. 1](#)



## Arbitration

**12.**—(1) Any difference or dispute arising between the undertaker and Dogger Bank under this Part of this Schedule shall, unless otherwise agreed in writing between the undertaker and Dogger Bank, be referred to and settled in arbitration in accordance with the Rules at Schedule 14 of this Order, 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) shall not apply to any difference or dispute under any provisions of the Part of this Schedule.

### Commencement Information

**I212** Sch. 9 Pt. 7 para. 12 in force at 3.8.2023, see [art. 1](#)

## Access

**13.** If in consequence of any specified works approved in accordance with this Part or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Dogger Bank to maintain or use the apparatus no less effectively than was possible before such obstruction.

### Commencement Information

**I213** Sch. 9 Pt. 7 para. 13 in force at 3.8.2023, see [art. 1](#)

## PART 8

### FOR THE PROTECTION OF NEO ENERGY (SNS) LIMITED

## Application

**1.** For the protection of the licensee from time to time of United Kingdom Petroleum Production Licence P.456 Block 48/2a, unless otherwise agreed in writing between the undertaker and the licensee the provisions of this Part of this Schedule shall have effect for so long as the licence shall remain in full force and effect.

### Commencement Information

**I214** Sch. 9 Pt. 8 para. 1 in force at 3.8.2023, see [art. 1](#)

**2.** In the event that the licence is terminated and no longer has effect, the obligations on the undertaker in this Schedule shall no longer have effect in so far as they relate to the licensee's works under the terminated licence(s).

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**Commencement Information**

**I215** Sch. 9 Pt. 8 para. 2 in force at 3.8.2023, see [art. 1](#)

**Commencement Information**

**I214** Sch. 9 Pt. 8 para. 1 in force at 3.8.2023, see [art. 1](#)

**I215** Sch. 9 Pt. 8 para. 2 in force at 3.8.2023, see [art. 1](#)

**Interpretation**

**3.** In this Part of this Schedule—

“licence” means United Kingdom Petroleum Production Licence P.456 Block 48/2a;

“licensee” means the licensee from time to time of the licence;

“ministerial statement” means the written statement given by the Secretary of State for Energy and Climate Change to the UK Parliament regarding Crown Estate Leases for Offshore Renewables Projects on 12 July 2011, or any similar supplementary or replacement policy;

“the NEO Protective Provisions Plan” means the plan entitled NEO Protective Provisions Plan as contained with Appendix B of REP7-106 and certified as the NEO Protective Provisions Plan for the purposes of this Part of this Schedule;

“Restricted Area” means the spherical area of seabed having a radius of 3.14 nautical miles from UTM 383,265.00 East, UTM 5,981,086.00 North (International Spheroid, European Datum 1950, Zone 31, Central Meridian 3 degrees East) that point being the centre of the existing Babbage platform in Licence P.456 Block 48/2a operated by the licensee shown delineated blue on the NEO Protective Provisions Plan; and

“relevant activities” means all development activity relating to the carrying on of the undertaker’s and licensee’s businesses within, or adjacent to the restricted area, including (but not limited to) the preparation of development proposals, the submission of applications for statutory consents associated with those proposals and consultation in respect thereof, the acquisition of or application for new licence oil or gas blocks.

**Commencement Information**

**I216** Sch. 9 Pt. 8 para. 3 in force at 3.8.2023, see [art. 1](#)

**Restriction on authorised development**

**4.** No wind turbine generator shall be erected in the restricted area, unless otherwise agreed in writing between the licensee and the undertaker.

**Commencement Information**

**I217** Sch. 9 Pt. 8 para. 4 in force at 3.8.2023, see [art. 1](#)

**Provision of information**

**5.** Without prejudice to any other rights or obligations under this Part of this Schedule the licensee and the undertaker shall from time to time keep each other informed of relevant activities such that

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the licensee and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable or if later until completion of activities required under any statutory decommissioning plan required under the Petroleum Act 1998 in relation to the licence and taking place within the areas subject to the licence.

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**Commencement Information**

**I218** Sch. 9 Pt. 8 para. 5 in force at 3.8.2023, see [art. 1](#)

**Compensation**

**6.** Nothing in this Part of this Schedule shall affect any rights or obligations or assessment of compensation in accordance with the ministerial statement and any associated guidance.

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**Commencement Information**

**I219** Sch. 9 Pt. 8 para. 6 in force at 3.8.2023, see [art. 1](#)

## PART 9

### FOR THE PROTECTION OF NORTHERN POWERGRID (YORKSHIRE) PLC

**Application**

**1.** For the protection of Northern Powergrid referred to in this Part of this Schedule the following provisions must, unless otherwise agreed in writing between the undertaker and the affected undertaking concerned, have effect.

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**Commencement Information**

**I220** Sch. 9 Pt. 9 para. 1 in force at 3.8.2023, see [art. 1](#)

**2.** In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable Northern Powergrid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means electric lines or electrical plant (as defined in the 1989 Act), belonging to or maintained by Northern Powergrid;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land; and

“Northern Powergrid” means Northern Powergrid (Yorkshire) PLC (Company Number 04112320) whose registered address is Lloyds Court, 78 Grey Street, Newcastle upon Tyne, NE1 6AF.

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**Commencement Information**

**I221** Sch. 9 Pt. 9 para. 2 in force at 3.8.2023, see [art. 1](#)

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#### Commencement Information

**I220** Sch. 9 Pt. 9 para. 1 in force at 3.8.2023, see [art. 1](#)

**I221** Sch. 9 Pt. 9 para. 2 in force at 3.8.2023, see [art. 1](#)

### Precedence of the 1991 Act in respect of apparatus in the streets

**3.** This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the Northern Powergrid are regulated by the provisions of Part 3 of the 1991 Act.

#### Commencement Information

**I222** Sch. 9 Pt. 9 para. 3 in force at 3.8.2023, see [art. 1](#)

### No acquisition etc. except by agreement

**4.—(1)** Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker shall not acquire any apparatus or override any easement or other interest of Northern Powergrid or acquire any land or other interest of Northern Powergrid or create any new rights over the same otherwise than by agreement of the relevant Northern Powergrid such agreement not to be unreasonably withheld or delayed (having regard to Northern Powergrid's existing and future requirements for such land or interests).

**(2)** Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker shall not interfere with any communications cables or equipment used by Northern Powergrid in relation to its apparatus or acquire or interfere with any rights or interests supporting the use, maintenance or renewal of such equipment otherwise than by agreement of Northern Powergrid (such agreement not to be unreasonably withheld or delayed).

#### Commencement Information

**I223** Sch. 9 Pt. 9 para. 4 in force at 3.8.2023, see [art. 1](#)

### Removal of apparatus

**5.—(1)** If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of Northern Powergrid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Northern Powergrid.

**(2)** If, for the purpose of executing any works in, on or under any land purchased, held, or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Northern Powergrid 56 days advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Northern Powergrid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Northern Powergrid the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

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(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed—

- (a) the undertaker must in the first instance use reasonable endeavours to acquire all necessary land interests or rights as Northern Powergrid may reasonably require for the relocation and construction of alternative apparatus and must use reasonable endeavours to procure all necessary rights to access and maintain Northern Powergrid's apparatus and alternative apparatus thereafter the terms of such access and maintenance to be agreed by Northern Powergrid (acting reasonably); and
- (b) in the event the undertaker is not able to procure the necessary land interests or rights referred to in sub-paragraph (3)(a) Northern Powergrid must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for Northern Powergrid to use its compulsory purchase powers to this end unless it elects to do so.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Northern Powergrid and the undertaker or in default of agreement settled by arbitration in accordance with article 39 (arbitration).

(5) Northern Powergrid must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 39 (arbitration) and after the grant to Northern Powergrid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

#### Commencement Information

I224 Sch. 9 Pt. 9 para. 5 in force at 3.8.2023, see [art. 1](#)

### Facilities and rights for alternative apparatus

6.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Northern Powergrid facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Northern Powergrid or in default of agreement settled by arbitration in accordance with article 39 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Northern Powergrid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Northern Powergrid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

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#### Commencement Information

**I225** Sch. 9 Pt. 9 para. 6 in force at 3.8.2023, see [art. 1](#)

#### Retained apparatus

7.—(1) Not less than 56 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are within 15 metres of, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 5, the undertaker must submit to Northern Powergrid a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Northern Powergrid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Northern Powergrid is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Northern Powergrid under sub-paragraph (2) must be made within a period of 49 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If Northern Powergrid in accordance with sub-paragraph (2) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 6 apply as if the removal of the apparatus had been required by the undertaker under paragraph 5.

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 35 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Northern Powergrid notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

#### Commencement Information

**I226** Sch. 9 Pt. 9 para. 7 in force at 3.8.2023, see [art. 1](#)

8.—(1) Save where otherwise agreed in writing between Northern Powergrid and the undertaker and subject to the following provisions of this paragraph, the undertaker must repay to Northern Powergrid within 30 days of receipt of an itemised invoice or claim all charges costs and expenses reasonably incurred by Northern Powergrid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as authorised by this Order including without limitation—

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that Northern Powergrid elects to use compulsory purchase powers to acquire any necessary rights under paragraph 7(3) all costs incurred as a result of such action;

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- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
  - (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
  - (d) the approval of plans;
  - (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
  - (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Schedule.
- (2) If in accordance with the provisions of this Part of this Schedule—
- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
  - (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 39 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Northern Powergrid by virtue of sub-paragraph (1) must be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs shall be borne by the undertaker.

- (3) For the purposes of sub-paragraph (2)—
- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
  - (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

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**Commencement Information**

**I227** Sch. 9 Pt. 9 para. 8 in force at 3.8.2023, see [art. 1](#)

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**Commencement Information**

**I226** Sch. 9 Pt. 9 para. 7 in force at 3.8.2023, see [art. 1](#)

**I227** Sch. 9 Pt. 9 para. 8 in force at 3.8.2023, see [art. 1](#)

## Expenses and costs

**9.—(1)** Subject to sub-paragraphs (2) to (5), if by reason or in consequence of the construction of any such works referred to in this Part of this Schedule, or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker



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or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by the undertaker or Northern Powergrid under this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Northern Powergrid, or there is any interruption in any service provided, or in the supply of any goods, by Northern Powergrid, or Northern Powergrid becomes liable to pay any amount to a third party the undertaker must—

- (a) bear and pay the cost reasonably incurred by Northern Powergrid in making good such damage or restoring the supply; and
- (b) indemnify Northern Powergrid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Northern Powergrid, by reason or in consequence of any such damage or interruption or Northern Powergrid becoming liable to any third party.

(2) The fact that any act or thing may have been done by Northern Powergrid on behalf of the undertaker or in accordance with a plan approved by Northern Powergrid or in accordance with any requirement of Northern Powergrid as a consequence of the authorised development or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (2) where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not materially accord with the approved plan or as otherwise agreed between the undertaker and Northern Powergrid.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to—

- (a) any damage or interruption to the extent that it is attributable to the act, neglect or default of Northern Powergrid, its officers, servants, contractors or agents; or
- (b) any authorised development and/or any other works authorised by this Part of this Schedule carried out by Northern Powergrid as an assignee, transferee or lessee of the undertaker with the benefit of the Order subject to the proviso that once such works become apparatus (“new apparatus”) any works yet to be executed by the undertaker and not falling within this paragraph 9(3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 9 in respect of such new apparatus.

(4) Northern Powergrid must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(5) Northern Powergrid must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands and penalties to which the indemnity under sub-paragraph (1) applies. If request to do so by the undertaker, Northern Powergrid must provide an explanation of how the claim has been minimised. The undertaker is only liable under sub-paragraph (1) for claim reasonably incurred by Northern Powergrid.

#### Commencement Information

**I228** Sch. 9 Pt. 9 para. 9 in force at 3.8.2023, see [art. 1](#)

**10.** Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Northern Powergrid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.



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**Commencement Information**

**I229** Sch. 9 Pt. 9 para. 10 in force at 3.8.2023, see [art. 1](#)

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**Commencement Information**

**I228** Sch. 9 Pt. 9 para. 9 in force at 3.8.2023, see [art. 1](#)

**I229** Sch. 9 Pt. 9 para. 10 in force at 3.8.2023, see [art. 1](#)

### Co-operation

**11.** Where in consequence of the proposed construction of any of the authorised development, the undertaker or Northern Powergrid requires the removal of apparatus under paragraph 5(2) or otherwise or Northern Powergrid makes requirements for the protection or alteration of apparatus under paragraph 7, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the need to ensure the safe and efficient operation of Northern Powergrid's undertaking taking into account the undertaker's desire for the efficient and economic execution of the authorised development and the undertaker and Northern Powergrid shall use best endeavours to co-operate with each other for those purposes.

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**Commencement Information**

**I230** Sch. 9 Pt. 9 para. 11 in force at 3.8.2023, see [art. 1](#)

### Access

**12.** If in consequence of an agreement reached in accordance with paragraph 4(1) or the powers granted under this Order the access to any apparatus or alternative apparatus is materially obstructed, the undertaker shall provide such alternative means of access to such apparatus or alternative apparatus as will enable Northern Powergrid to maintain or use the said apparatus no less effectively than was possible before such obstruction.

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**Commencement Information**

**I231** Sch. 9 Pt. 9 para. 12 in force at 3.8.2023, see [art. 1](#)

### Notices

**13.** The plans submitted to Northern Powergrid by the undertaker pursuant to this Part of the Schedule must be sent to Northern Powergrid at [property@northernpowergrid.com](mailto:property@northernpowergrid.com) or such other address as Northern Powergrid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

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**Commencement Information**

**I232** Sch. 9 Pt. 9 para. 13 in force at 3.8.2023, see [art. 1](#)

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## PART 10

### FOR THE PROTECTION OF THE KUMATAGE FIELD

#### Application

1. For the protection of the licensee from time to time of the licence in respect of the area comprising the Kumatage Field, previously under United Kingdom Petroleum Production Licence P.2426 and any licence granted to replace it in the 33<sup>rd</sup> Offshore Licensing Round, unless otherwise provided for in this Schedule or otherwise agreed in writing between the licensee and the undertaker the provisions of this Part of this Schedule shall have effect for so long as the licence shall remain in full force and effect.

#### Commencement Information

**I233** Sch. 9 Pt. 10 para. 1 in force at 3.8.2023, see [art. 1](#)

2. In the event that—

- (a) the no licence is granted under the North Sea Transition Authority 33<sup>rd</sup> Offshore Licensing Round;
- (b) any licence granted under the North Sea Transition Authority 33<sup>rd</sup> Offshore Licensing Round is terminated and no longer has effect;
- (c) before 1 January 2026, the licensee has not obtained the necessary consents;
- (d) the licensee fails to serve notice on the undertaker as required by paragraph 5,

the obligations on the undertaker in this Part of this Schedule shall no longer have effect.

#### Commencement Information

**I234** Sch. 9 Pt. 10 para. 2 in force at 3.8.2023, see [art. 1](#)

#### Commencement Information

**I233** Sch. 9 Pt. 10 para. 1 in force at 3.8.2023, see [art. 1](#)

**I234** Sch. 9 Pt. 10 para. 2 in force at 3.8.2023, see [art. 1](#)

#### Interpretation

3. In this Part of this Schedule—

“Bridge protected area plan” means the plan entitled Bridge Petroleum: Kumatage Protective Provisions and certified as the Bridge protected area plan for the purposes of this Part of this Schedule;

“emergency works” means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons, property or the environment;

“exclusion zones” means an area on, under or above the seabed within a distance of 500m of the outer edge of an installed platform or centre point of installed subsea infrastructure (excluding

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an installed pipeline) and an area of 200m either side of an installed pipeline, in each case forming part of the licensee’s works;

“licence” means any licence granted under the 33<sup>rd</sup> licensing round by the North Sea Transition Authority for the area comprising the Kumatage Field, previously under United Kingdom Petroleum Production Licence P.2426;

“licensee” means the licensee from time to time of the licence;

“licensee’s works” means exploration, appraisal, development, production, maintenance, interventions and/or decommissioning activity in accordance with and pursuant to the licence;

“necessary consents” means regulatory approval from the North Sea Transition Agency (or any successor in function) and the Offshore Petroleum Regulator for Environment and Decommissioning (or any successor in function) for one or more appraisal well(s) and approval from the North Sea Transition Agency (or any successor in function) of a field development plan;

“pipeline route A” means the route coloured pale yellow on the Bridge protected area plan;

“pipeline route B” means the route coloured red on the Bridge protected area plan;

“primary lines of orientation” means the lines identified as the primary lines of orientation for wind turbine generators comprised in the authorised development running south east to north west on bearing 326.5 degrees as shown on the Bridge protected area plan;

“protected area” means the area of seabed with the coordinates below and shown shaded grey/blue on the Bridge protected area plan, excluding any relinquished area

<i>X_UTM31N</i>	<i>Y_UTM31N</i>	<i>Latitude</i>	<i>Longitude</i>	<i>Lat_DMS</i>	<i>Long_DMS</i>
369758.7442	6001005.102	54.14062859	1.006235389	54° 8' 26.263" N	1° 0' 22.447" E
370895.6849	6000130.985	54.13306382	1.024002362	54° 7' 59.030" N	1° 1' 26.409" E
371000.6638	6000185.22	54.13357734	1.025584881	54° 8' 0.878" N	1° 1' 32.106" E
371114.236	6000217.83	54.13389873	1.027308113	54° 8' 2.035" N	1° 1' 38.309" E
371232.0093	6000227.549	54.13401555	1.029105395	54° 8' 2.456" N	1° 1' 44.779" E
371349.3879	6000214.002	54.13392326	1.030906567	54° 8' 2.124" N	1° 1' 51.264" E
371461.8379	6000177.714	54.13362543	1.032642027	54° 8' 1.052" N	1° 1' 57.511" E
371564.9957	6000120.091	54.13313363	1.03424441	54° 7' 59.281" N	1° 2' 3.280" E
371654.8603	6000043.37	54.13246692	1.035651552	54° 7' 56.881" N	1° 2' 8.346" E
371727.9464	5999950.524	54.13165119	1.03680887	54° 7' 53.944" N	1° 2' 12.512" E
371780.158	5999848.371	54.13074663	1.037650827	54° 7' 50.688" N	1° 2' 15.543" E

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371811.9723	5999738.148	54.12976449	1.03818421	54° 7' 47.152" N	1° 2' 17.463" E
371822.2261	5999623.885	54.12874068	1.038389537	54° 7' 43.466" N	1° 2' 18.202" E
371810.5448	5999509.758	54.12771263	1.03825933	54° 7' 39.765" N	1° 2' 17.734" E
371777.3552	5999399.942	54.12671793	1.037798369	54° 7' 36.185" N	1° 2' 16.074" E
371723.8708	5999298.449	54.12579294	1.03702353	54° 7' 32.855" N	1° 2' 13.285" E
371652.0469	5999208.992	54.12497147	1.035963155	54° 7' 29.897" N	1° 2' 9.467" E
371564.5095	5999134.84	54.12428355	1.03465602	54° 7' 27.421" N	1° 2' 4.762" E
371707.0735	5999034.998	54.12342232	1.036878551	54° 7' 24.320" N	1° 2' 12.763" E
371814.9826	5998898.439	54.12222259	1.03858664	54° 7' 20.001" N	1° 2' 18.912" E
371879.1565	5998736.653	54.12078534	1.039636569	54° 7' 14.827" N	1° 2' 22.692" E
371894.1948	5998563.256	54.11923155	1.03994004	54° 7' 9.234" N	1° 2' 23.784" E
371869.3359	5998424.266	54.11797689	1.039618876	54° 7' 4.717" N	1° 2' 22.628" E
371812.684	5998294.935	54.11680105	1.038807534	54° 7' 0.484" N	1° 2' 19.707" E
371727.3768	5998182.423	54.11576916	1.037550984	54° 6' 56.769" N	1° 2' 15.184" E
371618.1385	5998092.963	54.11493834	1.035918829	54° 6' 53.778" N	1° 2' 9.308" E
371517.1978	5998041.233	54.11444847	1.034397558	54° 6' 52.014" N	1° 2' 3.831" E
371408.3254	5998009.424	54.11413554	1.032746584	54° 6' 50.888" N	1° 1' 57.888" E
371295.412	5997998.673	54.11401073	1.031024889	54° 6' 50.439" N	1° 1' 51.690" E
371182.4928	5998009.363	54.1140785	1.029293977	54° 6' 50.683" N	1° 1' 45.458" E
371073.6033	5998041.114	54.11433642	1.027615684	54° 6' 51.611" N	1° 1' 39.416" E

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370972.635	5998092.79	54.11477528	1.026049969	54° 6' 53.191" N	1° 1' 33.780" E
370883.1961	5998162.545	54.1153794	1.024652768	54° 6' 55.366" N	1° 1' 28.750" E
370808.4831	5998247.885	54.11612721	1.023474009	54° 6' 58.058" N	1° 1' 24.506" E
370748.8624	5998350.778	54.11703645	1.022518453	54° 7' 1.331" N	1° 1' 21.066" E
370710.7056	5998463.407	54.11803854	1.021886867	54° 7' 4.939" N	1° 1' 18.793" E
370695.5115	5998581.35	54.11909413	1.02160408	54° 7' 8.739" N	1° 1' 17.775" E
370703.8771	5998699.973	54.12016175	1.021681229	54° 7' 12.582" N	1° 1' 18.052" E
370735.4737	5998814.617	54.12119946	1.02211531	54° 7' 16.318" N	1° 1' 19.615" E
370789.0601	5998920.777	54.1221665	1.022889294	54° 7' 19.799" N	1° 1' 22.401" E
370862.5312	5999014.283	54.12302486	1.023972795	54° 7' 22.889" N	1° 1' 26.302" E
370953.001	5999091.462	54.12374082	1.02532326	54° 7' 25.467" N	1° 1' 31.164" E
370856.0517	5999152.369	54.12426358	1.023814676	54° 7' 27.349" N	1° 1' 25.733" E
370772.4368	5999230.583	54.12494512	1.022502564	54° 7' 29.802" N	1° 1' 21.009" E
370705.2009	5999323.255	54.12576063	1.021434697	54° 7' 32.738" N	1° 1' 17.165" E
370656.7919	5999427.012	54.12668043	1.02064996	54° 7' 36.050" N	1° 1' 14.340" E
369290.5479	5999425.493	54.12632131	0.999756873	54° 7' 34.757" N	0° 59' 59.125" E
369409.1471	5999825.625	54.12994553	1.00139754	54° 7' 47.804" N	1° 0' 5.031" E
370629.9711	5999826.982	54.13026636	1.02006844	54° 7' 48.959" N	1° 1' 12.246" E
369634.1373	6000584.701	54.13682085	1.004510756	54° 8' 12.555" N	1° 0' 16.239" E
369758.7442	6001005.102	54.14062859	1.006235389	54° 8' 26.263" N	1° 0' 22.447" E

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“offshore wind infrastructure” means all infrastructure permitted by this Order excluding offshore wind activities and the overhanging of a wind turbine generator blade;

“offshore wind activities” means investigation survey or other activity relating to the evaluation of development construction operation and maintenance and/or decommissioning of the authorised development and shall include the use of a jack-up or other vessel;

“relinquished area” means any part of the protected area that is relinquished by the licensee pursuant to the licence or otherwise removed from the scope of the licence, but which shall not include the exclusion zones; and

“remaining overlap area” means the area of seabed with the coordinates below and shown cross-hatched on the Bridge protected area plan

<i>ETRS89_X</i>	<i>ETRS89_Y</i>	<i>Latitude</i>	<i>Longitude</i>	<i>DDLat</i>	<i>DDLong</i>
369290.5479	5999425.493	54° 7' 34.757" N	0° 59' 59.125" E	54.12632131	0.999756873
370656.7919	5999427.012	54° 7' 36.050" N	1° 1' 14.340" E	54.12668043	1.02064996
370705.2009	5999323.255	54° 7' 32.738" N	1° 1' 17.165" E	54.12576063	1.021434697
370772.4368	5999230.583	54° 7' 29.802" N	1° 1' 21.009" E	54.12494512	1.022502564
370856.0517	5999152.369	54° 7' 27.349" N	1° 1' 25.733" E	54.12426358	1.023814676
370953.001	5999091.462	54° 7' 25.467" N	1° 1' 31.164" E	54.12374082	1.02532326
370862.5312	5999014.283	54° 7' 22.889" N	1° 1' 26.302" E	54.12302486	1.023972795
370789.0601	5998920.777	54° 7' 19.799" N	1° 1' 22.401" E	54.12216649	1.022889294
370735.4737	5998814.617	54° 7' 16.318" N	1° 1' 19.615" E	54.12119946	1.02211531
370703.8771	5998699.973	54° 7' 12.582" N	1° 1' 18.052" E	54.12016175	1.021681229
370695.5115	5998581.35	54° 7' 8.739" N	1° 1' 17.775" E	54.11909413	1.02160408
370710.7056	5998463.407	54° 7' 4.939" N	1° 1' 18.793" E	54.11803854	1.021886867
370748.8624	5998350.777	54° 7' 1.331" N	1° 1' 21.066" E	54.11703645	1.022518453
370808.4831	5998247.885	54° 6' 58.058" N	1° 1' 24.506" E	54.11612721	1.023474009
370883.1961	5998162.545	54° 6' 55.366" N	1° 1' 28.750" E	54.1153794	1.024652768

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370972.635	5998092.79	54° 6' 53.191" N	1° 1' 33.780" E	54.11477528	1.026049969
371073.6033	5998041.114	54° 6' 51.611" N	1° 1' 39.416" E	54.11433642	1.027615684
371182.4928	5998009.363	54° 6' 50.683" N	1° 1' 45.458" E	54.1140785	1.029293977
371295.412	5997998.672	54° 6' 50.439" N	1° 1' 51.690" E	54.11401073	1.031024889
371408.3254	5998009.424	54° 6' 50.888" N	1° 1' 57.888" E	54.11413554	1.032746584
371517.1978	5998041.233	54° 6' 52.014" N	1° 2' 3.831" E	54.11444847	1.034397558
371618.1385	5998092.963	54° 6' 53.778" N	1° 2' 9.308" E	54.11493834	1.035918829
371727.3768	5998182.423	54° 6' 56.769" N	1° 2' 15.184" E	54.11576916	1.037550984
371812.684	5998294.934	54° 7' 0.484" N	1° 2' 19.707" E	54.11680105	1.038807534
371869.3359	5998424.266	54° 7' 4.717" N	1° 2' 22.628" E	54.11797689	1.039618876
371894.1948	5998563.256	54° 7' 9.234" N	1° 2' 23.784" E	54.11923155	1.03994004
371879.1565	5998736.653	54° 7' 14.827" N	1° 2' 22.692" E	54.12078534	1.039636569
371814.9826	5998898.439	54° 7' 20.001" N	1° 2' 18.912" E	54.12222259	1.03858664
371707.0735	5999034.998	54° 7' 24.320" N	1° 2' 12.763" E	54.12342232	1.036878551
371564.5095	5999134.84	54° 7' 27.421" N	1° 2' 4.762" E	54.12428355	1.03465602
371652.0469	5999208.992	54° 7' 29.897" N	1° 2' 9.467" E	54.12497147	1.035963155
371723.8708	5999298.449	54° 7' 32.855" N	1° 2' 13.285" E	54.12579294	1.03702353
371777.3552	5999399.942	54° 7' 36.185" N	1° 2' 16.074" E	54.12671793	1.037798369
371810.5448	5999509.758	54° 7' 39.765" N	1° 2' 17.734" E	54.12771263	1.03825933
371822.2261	5999623.885	54° 7' 43.466" N	1° 2' 18.202" E	54.12874068	1.038389537

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371811.9723	5999738.148	54° 7' 47.152" N	1° 2' 17.463" E	54.12976449	1.03818421
371780.158	5999848.371	54° 7' 50.688" N	1° 2' 15.543" E	54.13074663	1.037650827
371727.9464	5999950.524	54° 7' 53.944" N	1° 2' 12.512" E	54.13165119	1.03680887
371654.8603	6000043.37	54° 7' 56.881" N	1° 2' 8.346" E	54.13246692	1.035651552
371564.9957	6000120.091	54° 7' 59.281" N	1° 2' 3.280" E	54.13313363	1.03424441
371461.8379	6000177.714	54° 8' 1.052" N	1° 1' 57.511" E	54.13362543	1.032642027
371349.3879	6000214.002	54° 8' 2.124" N	1° 1' 51.264" E	54.13392326	1.030906567
371232.0093	6000227.548	54° 8' 2.456" N	1° 1' 44.779" E	54.13401555	1.029105395
371114.236	6000217.83	54° 8' 2.035" N	1° 1' 38.309" E	54.13389873	1.027308113
371000.6638	6000185.22	54° 8' 0.878" N	1° 1' 32.106" E	54.13357734	1.025584881
370895.6849	6000130.985	54° 7' 59.030" N	1° 1' 26.409" E	54.13306382	1.024002362
369758.744	6001005.102	54° 8' 26.263" N	1° 0' 22.447" E	54.14062859	1.006235386
370188.1134	6002453.716	54° 9' 13.497" N	1° 0' 43.850" E	54.15374908	1.012180474
369052.38	6003839.014	54° 9' 57.254" N	0° 59' 39.116" E	54.1659038	0.994198772
374775.9162	6003680.049	54° 9' 57.253" N	1° 4' 54.768" E	54.1659037	1.081880049
374549.6554	5995336.516	54° 5' 27.244" N	1° 4' 54.777" E	54.09090122	1.081882594
373037.8605	5995377.85	54° 5' 27.247" N	1° 3' 31.553" E	54.09090193	1.058764698
372386.8054	5996013.946	54° 5' 47.237" N	1° 2' 54.774" E	54.09645475	1.048548266
372395.3332	5996323.166	54° 5' 57.244" N	1° 2' 54.773" E	54.09923444	1.048548168
372060.5767	5996332.517	54° 5' 57.247" N	1° 2' 36.341" E	54.09923534	1.043428091



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369201.7237	5999125.817	54° 7' 24.985" N	0° 59' 54.702" E	54.12360695	0.998528288
369409.1471	5999825.625	54° 7' 47.804" N	1° 0' 5.031" E	54.12994553	1.00139754
369634.1371	6000584.702	54° 8' 12.555" N	1° 0' 16.239" E	54.13682085	1.004510753
370629.9711	5999826.982	54° 7' 48.959" N	1° 1' 12.246" E	54.13026636	1.02006844

**Commencement Information**

**I235** Sch. 9 Pt. 10 para. 3 in force at 3.8.2023, see [art. 1](#)

**Protected area**

4.—(1) Subject to paragraph 7, no offshore wind infrastructure shall be constructed within the protected area.

(2) The undertaker may perform offshore wind activities in the protected area provided that—

- (a) the undertaker provides advance written notice of its activities in the protected area as soon as reasonably practicable and in any event no later than six months prior to the scheduled commencement of such activities and consent is obtained from the licensee, such consent not to be unreasonably withheld;
- (b) the undertaker’s notice must describe the nature, extent, anticipated start date and duration of the activities;
- (c) following commencement of the offshore wind activities in the protected area, the undertaker must provide regular updates (no less frequently than every fourteen days) to the licensee throughout the duration of the offshore wind activities in the protected area as to their progress; and
- (d) within 24 hours of the completion of the offshore wind activities, the undertaker provides notice to the licensee that the activities have been completed and the protected area has been vacated.

(3) The requirement for advance notice in sub-paragraph (2)(a) above shall not apply to any offshore wind activities which are emergency works, in which case the undertaker must provide notice as soon as reasonably practicable after commencement of the activities.

(4) Following completion of the relevant offshore wind activities the undertaker shall use reasonable endeavours not to restrict, delay, hinder or prevent in any way the licensee’s or its agents’ ability to access safely the protected area and to carry out any drilling, development, production or decommissioning activities that the licensee, acting as a reasonable and prudent operator deems necessary from time to time.

**Commencement Information**

**I236** Sch. 9 Pt. 10 para. 4 in force at 3.8.2023, see [art. 1](#)

5. No later than 6 months after the coming into force of this Order, the licensee shall notify the undertaker of its proposed location of its pipeline, such location being either pipeline route A or

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pipeline route B. From the date the undertaker receives the licensee's notification, the protected area shall include either pipeline route A or pipeline route B (as elected by the licensee).

**Commencement Information**

**I237** Sch. 9 Pt. 10 para. 5 in force at 3.8.2023, see [art. 1](#)

**Commencement Information**

**I236** Sch. 9 Pt. 10 para. 4 in force at 3.8.2023, see [art. 1](#)

**I237** Sch. 9 Pt. 10 para. 5 in force at 3.8.2023, see [art. 1](#)

**Line of orientation**

6. The licensee shall not carry out, nor procure the carrying out of, the licensee's works in any way that would prevent the undertaker from constructing and maintaining the wind turbine generators comprised in the authorised development in a layout consistent with the primary lines of orientation.

**Commencement Information**

**I238** Sch. 9 Pt. 10 para. 6 in force at 3.8.2023, see [art. 1](#)

**Crossing and proximity**

7. The undertaker and the licensee shall use reasonable endeavours to enter into a crossing and/or proximity agreement on standard UK oil and gas industry terms in relation to the licensee's works and the authorised development in relation to the protected area and the remaining overlap area, such agreement to be entered as soon as reasonably practicable after the coming into force of this Order.

**Commencement Information**

**I239** Sch. 9 Pt. 10 para. 7 in force at 3.8.2023, see [art. 1](#)

## PART 11

FOR THE PROTECTION OF HARBOUR ENERGY LIMITED,  
PERENCO UK LIMITED, PREMIER OIL E&P UK EU LIMITED, DANA  
PETROLEUM (E&P) LIMITED AND DANA PETROLEUM LIMITED

**Application**

1. For the protection of the licensee from time to time of United Kingdom Petroleum Production Licences P686 and P380, unless otherwise agreed in writing between the undertaker and the licensee the provisions of this Part of this Schedule shall have effect for so long as the licence shall remain in full force and effect.

## Commencement Information

I240 Sch. 9 Pt. 11 para. 1 in force at 3.8.2023, see [art. 1](#)

## Interpretation

### 2. In this Part of this Schedule—

“additional costs” means any costs incurred by the licensee in carrying out decommissioning of the Johnston Assets which would not have been incurred had such decommissioning works been carried out prior to commencement of the undertaker’s works, and relating to any of the following—

- (a) the direct cost of any rig brought into the marine corridor for the purposes of undertaking decommissioning of the six producer wells comprised in the Johnston Assets, to the extent such cost is directly related to the rig being required for a longer period as a direct result of the presence of the undertaker’s works. For the avoidance of doubt the direct cost of any rig excludes any and all ancillary cost associated with the use of the rig;
- (b) impaired helicopter operations during the period from the commencement of the licensee’s works to the completion of the licensee’s works, to the extent such operations can be reasonably demonstrated to have been necessary, to have resulted in abandonment of a planned flight and resulted in a subsequent delay to operational activity related to the Johnston Assets;
- (c) only to the extent not included in the calculation of costs under sub-paragraphs (a) or (b). any use of vessels in substitution for impaired helicopter flights subject to the use of vessels being approved in advance by the undertaker;  
but in each case only to the extent that—
  - (i) such costs have been reasonably and properly incurred by the licensee as a direct result of the presence of the undertaker’s works;
  - (ii) the licensee provides evidence of costs incurred in a form and manner to the reasonable satisfaction of the undertaker;
  - (iii) the licensee and each relevant contractor, sub-contractor or agent have at all times used best endeavours to minimise and mitigate the costs; and
  - (iv) such costs were not incurred directly or indirectly in the decommissioning of the exploration well comprised in the Johnston Assets.

“aviation corridor” means an 1400m aviation corridor of clear airspace measured tip to tip from any wind turbine generator shown coloured blue and annotated and shown as the aviation corridor (along the route of the Johnston pipeline) on the Johnston protective provisions plan;

“block” means a block of the United Kingdom Continental Shelf designated as such on the map deposited at the principal office of the North Sea Transition Authority;

“coexistence and proximity agreement” means an agreement entered on reasonable terms between the undertaker and the licensee in respect of the undertaker’s works and licensee’s works to reconcile and protect the interests of the parties as are known at the time to secure the implementation of the undertaker’s works and the licensee’s works;

“licences” means United Kingdom Petroleum Production Licences P686 block 43/27a and P380 block 43/26a;

“licensee” means the licensee from time to time of the licence;

“licensee’s works” means the decommissioning of the Johnston Field in accordance with the Johnston Decommissioning Programme (Rev B01, March 2022) as approved by the Offshore

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Petroleum Regulator for Environment and Decommissioning and as amended from time to time, but excluding any post-decommissioning monitoring and evaluation;

“marine corridor” means a 1000m corridor measured from centre to centre from any wind turbine generator (along the route of the Johnston pipeline);

“ministerial statement” means the written statement given by the Secretary of State for Energy and Climate Change to the UK Parliament regarding Crown Estate Leases for Offshore Renewables Projects on 12 July 2011, or any similar supplementary or replacement policy;

“Johnston Assets” means any and all facilities and infrastructure owned, operated, leased and/or otherwise contracted to the licensee from time to time for the purposes of the licences including but not limited to one exploration well, six producer wells, four pipelines and 15 umbilicals located in the Johnston Field;

“Johnston Field” means the area to which the licensee’s rights granted by the licences relate, being at the date hereof, that area shown on the Johnston protective provisions plan;

“the Johnston protective provisions plan” means the plan entitled Johnston protective provisions plan (Harbour) and certified as the Johnston protective provisions plan for the purposes of this Part of this Schedule;

“OPRED notice” means a letter or notice from the Offshore Petroleum Regulator for Environment and Decommissioning (“OPRED”) confirming the acceptance of the close-out report submitted by or on behalf of the relevant licensee indicating that OPRED is satisfied that the permanent decommissioning of the Johnston Assets has been completed;

“relevant activities” means all development activity relating to the carrying on of the undertaker’s and licensee’s businesses within, or adjacent to the aviation corridor or a WTG exclusion zone, including (but not limited to) the preparation of development proposals, the submission of applications for statutory consents associated with those proposals and consultation in respect thereof, the acquisition of or application for new licence oil or gas blocks;

“undertaker’s works” means the offshore works permitted by this Order;

“WTG exclusion zone” means an area of 1,600m radius of clear airspace measured from the centre of each of the Johnston production wellheads and coloured yellow and annotated and shown as a WTG exclusion zone on the Johnston protective provisions plan.

#### Commencement Information

I241 Sch. 9 Pt. 11 para. 2 in force at 3.8.2023, see [art. 1](#)

#### Restriction on authorised development

**3.** Prior to the completion of the licensee’s works, no wind turbine generator shall be erected in the marine corridor, the aviation corridor, or in any WTG exclusion zone, unless otherwise agreed in writing between the licensee and the undertaker.

#### Commencement Information

I242 Sch. 9 Pt. 11 para. 3 in force at 3.8.2023, see [art. 1](#)

**4.** In the event the licensee’s works commence prior to the undertaker’s works, the undertaker must not build, construct, erect or lay any temporary infrastructure and/or carry out any activities within the marine corridor, the aviation corridor, or in any WTG exclusion zone that would interfere with the licensee’s works causing a delay.

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**Commencement Information**

**I243** Sch. 9 Pt. 11 para. 4 in force at 3.8.2023, see [art. 1](#)

**Commencement Information**

**I242** Sch. 9 Pt. 11 para. 3 in force at 3.8.2023, see [art. 1](#)

**I243** Sch. 9 Pt. 11 para. 4 in force at 3.8.2023, see [art. 1](#)

**Coexistence and proximity agreement**

5. If, at any time the undertaker plans to undertake the undertaker's works and/or any other work which is within five hundred metres (500m) of the Johnston Assets, the undertaker shall notify the licensee and the undertaker and the licensee must, unless agreed otherwise, acting reasonably, agree and enter into a crossing and proximity agreement as soon as reasonably practicable.

**Commencement Information**

**I244** Sch. 9 Pt. 11 para. 5 in force at 3.8.2023, see [art. 1](#)

**Provision of information**

6. Without prejudice to any other rights or obligations under this Part of this Schedule the licensee and the undertaker shall from time to time keep each other informed of relevant activities such that the licensee and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable until completion of activities required under any statutory decommissioning plan required under the Petroleum Act 1998 in relation to the licence and taking place within the areas subject to the licence.

**Commencement Information**

**I245** Sch. 9 Pt. 11 para. 6 in force at 3.8.2023, see [art. 1](#)

**Compensation**

7. Subject to paragraph 8, the undertaker shall pay any additional costs to the licensee within three months of receipt of the OPRED notice.

**Commencement Information**

**I246** Sch. 9 Pt. 11 para. 7 in force at 3.8.2023, see [art. 1](#)

8. Nothing in this Part of this Schedule shall affect any rights or obligations or assessment of compensation in accordance with the ministerial statement and the associated guidance.

**Commencement Information**

**I247** Sch. 9 Pt. 11 para. 8 in force at 3.8.2023, see [art. 1](#)

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#### Commencement Information

**I246** Sch. 9 Pt. 11 para. 7 in force at 3.8.2023, see [art. 1](#)

**I247** Sch. 9 Pt. 11 para. 8 in force at 3.8.2023, see [art. 1](#)

#### Arbitration

**9.** Any difference arising between the undertaker the licensee under this Part shall be referred to and settled by arbitration under article 39 (arbitration).

#### Commencement Information

**I248** Sch. 9 Pt. 11 para. 9 in force at 3.8.2023, see [art. 1](#)

## SCHEDULE 10

Article 36

### HEDGEROWS

#### PART 1

#### REMOVAL OF HEDGEROWS

#### Commencement Information

**I249** Sch. 10 Pt. 1 in force at 3.8.2023, see [art. 1](#)

<i>(1)</i> Area	<i>(2)</i> Location of hedgerow
East Riding of Yorkshire District	The hedgerow shown between points 1a and 1b on sheet 1 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 2a and 2b on sheet 1 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 3a and 3b on sheet 1 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 4a and 4b on sheets 1 and 2 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 5a and 5b on sheet 2 of the tree preservation order and hedgerow plan

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(1) <i>Area</i>	(2) <i>Location of hedgerow</i>
East Riding of Yorkshire District	The hedgerow shown between points 6a and 6b on sheets 2 and 3 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 7a and 7b on sheets 2 and 3 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 8a and 8b on sheet 3 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 10a and 10b on sheet 3 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 11a and 11b on sheets 3 and 4 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 12a and 12b on sheets 3 and 4 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 13a and 13b on sheet 4 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 14a and 14b on sheet 4 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 15a and 15b on sheet 5 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 18a and 18b on sheet 6 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 19a and 19b on sheet 6 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 20a and 20b on sheet 6 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 20c and 20d on sheet 6 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 21a and 21b on sheet 6 of the tree preservation order and hedgerow plan

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(1) <i>Area</i>	(2) <i>Location of hedgerow</i>
East Riding of Yorkshire District	The hedgerow shown between points 22a and 22b on sheets 6 and 7 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 23a and 23b on sheet 7 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 24a and 24b on sheet 7 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 25a and 25b on sheet 7 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 26a and 26b on sheets 7 and 8 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 27a and 27b on sheets 7 and 8 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 28a and 28b on sheet 8 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 29a and 29b on sheet 8 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 30a and 30b on sheet 8 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 31a and 31b on sheets 8 and 9 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 32a and 32b on sheets 8 and 9 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 33a and 33b on sheets 8 and 9 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 33c and 33d on sheets 8 and 9 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 34a and 34b on sheets 8 and 9 of the tree preservation order and hedgerow plan



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(1) <i>Area</i>	(2) <i>Location of hedgerow</i>
East Riding of Yorkshire District	The hedgerow shown between points 35a and 35b on sheet 9 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 36a and 36b on sheet 9 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 37a and 37b on sheet 9 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 38a and 38b on sheet 9 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 39a and 39b on sheet 10 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 40a and 40b on sheet 10 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 41a and 41b on sheet 10 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 42a and 42b on sheet 10 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 43a and 43b on sheet 11 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 43c and 43d on sheet 11 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 44a and 44b on sheets 11 and 12 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 45a and 45b on sheet 12 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 46a and 46b on sheet 12 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 47a and 47b on sheet 13 of the tree preservation order and hedgerow plan

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(1) <i>Area</i>	(2) <i>Location of hedgerow</i>
East Riding of Yorkshire District	The hedgerow shown between points 48a and 48b on sheet 13 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 49a and 49b on sheet 13 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 50a and 50b on sheet 14 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 51a and 51b on sheet 14 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 52a and 52b on sheet 15 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 53a and 53b on sheet 15 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 54a and 54b on sheet 15 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 55a and 55b on sheet 15 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 56a and 56b on sheet 15 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 57a and 57b on sheet 15 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 58a and 58b on sheets 15 and 16 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 59a and 59b on sheets 15 and 16 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 60a and 60b on sheet 16 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 61a and 61b on sheet 16 of the tree preservation order and hedgerow plan

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(1) <i>Area</i>	(2) <i>Location of hedgerow</i>
East Riding of Yorkshire District	The hedgerow shown between points 62a and 62b on sheet 16 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 63a and 63b on sheet 16 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 64a and 64b on sheet 16 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 65a and 65b on sheet 16 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 66a and 66b on sheet 16 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 67a and 67b on sheet 16 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 73a and 73b on sheets 16 and 17 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown at point 73c on sheet 17 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 74a and 74b on sheet 17 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 75a and 75b on sheet 17 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 76a and 76b on sheets 17 and 18 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 77a and 77b on sheet 18 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 78a and 78b on sheet 18 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 79a and 79b on sheets 18 and 19 of the tree preservation order and hedgerow plan

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(1) <i>Area</i>	(2) <i>Location of hedgerow</i>
East Riding of Yorkshire District	The hedgerow shown between points 80a and 80b on sheet 19 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 80c and 80d on sheet 19 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 81a and 81b on sheets 19 and 20 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 82a and 82b on sheet 20 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 83a and 83b on sheet 21 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 84a and 84b on sheet 21 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 85a and 85b on sheet 21 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 86a and 86b on sheet 21 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 87a and 87b on sheet 21 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 88a and 88b on sheet 21 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 129a and 129b on sheet 21 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 89a and 89b on sheet 22 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 90a and 90b on sheet 22 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 91a and 91b on sheet 22 of the tree preservation order and hedgerow plan

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(1) <i>Area</i>	(2) <i>Location of hedgerow</i>
East Riding of Yorkshire District	The hedgerow shown between points 92a and 92b on sheets 22 and 23 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 93a and 93b on sheets 22 and 23 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 94a and 94b on sheet 23 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 94c and 94d on sheet 23 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 95a and 95b on sheet 23 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 96a and 96b on sheet 23 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 97a and 97b on sheet 23 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 98a and 98b on sheets 23 and 24 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 99a and 99b on sheets 23 and 24 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 100a and 100b on sheet 24 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 101a and 101b on sheet 24 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 101c and 101d on sheet 24 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 102a and 102b on sheet 24 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 105a and 105b on sheet 25 of the tree preservation order and hedgerow plan

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(1) <i>Area</i>	(2) <i>Location of hedgerow</i>
East Riding of Yorkshire District	The hedgerow shown between points 106a and 106b on sheet 25 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 107a and 107b on sheet 25 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 108a and 108b on sheets 25 and 26 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 110a and 110b on sheets 25 and 26 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 111a and 111b on sheets 25 and 26 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 112a and 112b on sheets 25 and 26 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 114a and 114b on sheet 26 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 115a and 115b on sheet 26 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 116a and 116b on sheet 26 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 117a and 117b on sheet 26 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 118a and 118b on sheet 26 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 119a and 119b on sheets 26 and 28 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 120a and 120b on sheets 26 and 28 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 121a and 121b on sheet 28 of the tree preservation order and hedgerow plan

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Location of hedgerow</i>
East Riding of Yorkshire District	The hedgerow shown between points 121c and 121d on sheet 28 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 122a and 122b on sheet 28 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 123a and 123b on sheet 28 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 124a and 124b on sheets 27 and 28 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 125a and 125b on sheets 27 and 28 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 126a and 126b on sheets 26, 27 and 28 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 127a and 127b on sheets 26, 27 and 28 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 128a and 128b on sheet 27 of the tree preservation order and hedgerow plan

## PART 2

### REMOVAL OF IMPORTANT HEDGEROWS

#### Commencement Information

**I250** Sch. 10 Pt. 2 in force at 3.8.2023, see [art. 1](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Location of hedgerow</i>
East Riding of Yorkshire District	The hedgerow shown between points 9a and 9b on sheet 3 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 16a and 16b on sheet 5 of the tree preservation order and hedgerow plan

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(1) <i>Area</i>	(2) <i>Location of hedgerow</i>
East Riding of Yorkshire District	The hedgerow shown between points 17a and 17b on sheet 6 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 103a and 103b on sheet 24 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 104a and 104b on sheets 24 and 25 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 109a and 109b on sheets 25 and 26 of the tree preservation order and hedgerow plan
East Riding of Yorkshire District	The hedgerow shown between points 113a and 113b on sheets 25 and 26 of the tree preservation order and hedgerow plan

## SCHEDULE 11

Article 33

## DEEMED MARINE LICENCE UNDER THE 2009 ACT - GENERATION ASSETS

## PART 1

## LICENSED MARINE ACTIVITIES

## 1.—(1) In this licence—

“the 2004 Act” means the Energy Act 2004(56);

“the 2008 Act” means the Planning Act 2008(57);

“the 2009 Act” means the Marine and Coastal Access Act 2009(58);

“2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017(59);

“array area” means the area covered by Work No. 1 as shown on the offshore works plan;

“array area disposal site” means the site to be used for disposal of inert material of natural origin produced during construction drilling and seabed preparation for foundation works and cable sandwave clearance to be located within the array area;

“array cable” means the network of offshore subsea cables connecting the wind turbine generators in Work No. 1 and the offshore substations in Work No. 2;

(56) 2004 c. 20.

(57) 2008 c. 29.

(58) 2009 c. 23.

(59) S.I. 2017/13.



“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this licence;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 (authorised development) of the Order and any other development authorised by this Order that is development within the meaning of section 32 (meaning of “development”) of the 2008 Act;

“authorised scheme” means Work No. 1 described in paragraph 3 of Part 1 of this licence or any stage of that work;

“bridge link” means a steel truss structure with provision for overhead clearance for personnel, lighting fixtures and ancillary cabling, which can be used as a link for interconnection between any combination of permanent offshore electrical installations and/or offshore accommodation platform;

“buoy” means any floating device used for navigational purposes or measurement purposes, including LIDAR and wave buoys;

“cable crossings” means a crossing of existing sub-sea cables or pipelines or other existing infrastructure by a cable or, where cables run together in parallel, a set of cables, authorised by this Order together with cable protection;

“cable protection” means physical measures for the protection of cables including but not limited to concrete mattresses, and/or rock placement (including material used for cable crossings);

“cable protection replenishment” means the restoration to a former level or condition of cable protection lost by natural seabed processes or human activity;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for pre-construction surveys and monitoring approved under this licence and the activities set out in paragraph 2(d), and “commenced” and “commencement” must be construed accordingly;

“commissioning” means the process of assuring that all systems and components of the authorised development are tested to verify that they function and are operable in accordance with the design objectives, specifications and operational requirements of the undertaker;

“condition” means a condition in Part 2 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation – Safeguarding, St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY and any successor body to its functions;

“Defra” means the Department for Environment, Food and Rural Affairs;

“dropped object procedure form” means the MMO notification proforma with reference MLDIR1 for reporting the loss or dumping of synthetic materials and other refuse at sea or any other format advised in writing by the MMO;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 Part 4 (marine licensing) of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order under article 38 (certification of plans and documents, etc.);

“European site” has the meaning given in regulation 27 (meaning of European site) of the 2017 Regulations;

“gravity base structures” means a structure principally of steel, concrete, or steel and concrete with a base which tapers as it rises which rests on the seabed due to its own weight with or

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without added ballast or additional skirts and associated equipment including J-tubes, corrosion protection systems and access platform(s) and equipment;

“habitats of principal importance” means a habitat designated as being of principal importance in accordance with section 41 (biodiversity lists and action (England)) of the Natural Environment and Rural Communities Act 2006<sup>(60)</sup>;

“HAT” means highest astronomical tide;

“IHO S44ed5 Order 1a” means order 1a from the fifth edition of the International Hydrographic Organisation’s Standards for Hydrographics Surveys;

“interconnector cables” means a network of cables between the offshore substations;

“jacket foundation” means a lattice type structure constructed of steel, which may include additional equipment such as, J-tubes, corrosion protection systems and access platforms;

“JNCC” means the Joint Nature Conservation Committee;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“Kingfisher bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“Kingfisher Information Service” means the information service from non-departmental government body Seafish;

“large offshore transformer substation” means the larger version of the offshore transformer substations assessed in the environment statement;

“LAT” means lowest astronomical tide;

“layout principles” means the document certified as the layout principles by the Secretary of State for the purposes of the Order under article 38 (certification of plans and documents, etc.);

“licensed activities” means the activities specified in Part 1 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (including replenishment of cable protection) but does not include the removal, reconstruction or replacement of foundations associated with the authorised scheme, to the extent assessed in the environmental statement and “maintenance” must be construed accordingly;

“Marine Management Organisation” or “MMO” means the Marine Management Organisation, Lancaster House, Hampshire Court, Newcastle upon Tyne, NE4 7YH who is the body created under the 2009 Act and who is responsible for the monitoring and enforcement of this licence;

“marine noise registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

“MCA” means the Maritime and Coastguard Agency, an executive agency for the Department for Transport;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“mean low water springs” or “MLWS” means the lowest level which spring tides reach on average over a period of time;

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(60) 2006 c. 16.

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“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including J-tubes, corrosion protection systems and access platforms and equipment;

“mono suction bucket foundation” means a steel cylindrical structure which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential, and may include additional equipment such as J-tubes;

“offshore accommodation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the wind turbine generators and offshore electrical installations;

“offshore HVAC booster station” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing—

- (a) electrical equipment required to provide reactive power compensation; and
- (b) housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the substation;

“the offshore Order limits and grid coordinates plan” means the plan certified as the offshore Order limits and grid coordinates plan by the Secretary of State for the purposes of the Order under article 38 (certification of plans and documents etc.);

“Offshore Renewables Protocol for Reporting Archaeological Discoveries” means the Offshore Renewables Protocol for Reporting Archaeological Discoveries, the Crown Estate (2014), *Protocol for Archaeological Discoveries: Offshore Renewables Projects*, Salisbury, Wessex Archaeology as amended, updated or superseded from time to time;

“offshore transformer substation” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing—

- (a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation; and
- (b) housing accommodation, storage, workshop auxiliary equipment, radar and facilities for operating, maintaining and controlling the substation or wind turbine generators;

“offshore works plan” means the plan certified as the offshore works plan by the Secretary of State for the purposes of the Order under article 38 (certification of plans and documents etc.);

“operation” means the undertaking of the licensed activities which are not part of the construction, commissioning or decommissioning of the authorised development;

“Order” means the Hornsea Four Offshore Wind Farm Order 2023;

“the Order limits” means the limits shown on the offshore Order limits and grid coordinates plans and the onshore Order limits plan within which the authorised scheme may be carried out, whose grid coordinates seaward of MHWS are set out in paragraph 5 of Part 1 of this Schedule;

“outline ornithological monitoring plan” means the document certified as the outline ornithological monitoring plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents etc.);

“outline cable specification and installation plan” means the document certified as the outline cable specification and installation plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents etc.);

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“outline marine mammal mitigation protocol” means the document certified as the outline marine mammal mitigation protocol by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents etc.);

“outline marine monitoring plan” means the document certified as the outline marine monitoring plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents etc.);

“outline marine written scheme of investigation” means the document certified as the outline marine written scheme of investigation by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents etc.);

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents etc.);

“outline southern north sea special area of conservation site integrity plan” means the document certified as the outline southern north sea special area of conservation site integrity plan by the Secretary of State for the purposes of the Order under article 38 (certification of plans and documents etc.);

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure jacket foundations;

“pontoon gravity base type 1 structure” means a structure principally of steel, concrete, or steel and concrete with a base made up of up to two rectangular pontoons which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including J-tubes, corrosion protection systems and access platform(s) and equipment;

“pontoon gravity base type 2 structure” means a structure principally of steel, concrete, or steel and concrete with a base made up of a pontoon arranged in a rectangle around an open centre which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including J-tubes, corrosion protection systems and access platform(s) and equipment;

“pro-rata annex” means the document certified as the pro-rata annex by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents etc.);

“small offshore transformer substation” means the smaller version of the offshore transformer substations assessed in the environment statement;

“statutory historic body” means Historic England or its successor in function;

“statutory nature conservation body” means the appropriate nature conservation body as defined in Regulation 5 of the Conservation of Habitats and Species Regulations 2017 or its equivalent in the 2017 Regulations;

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

“transition piece” means the metal structure attached to the top of the foundation where the base of the wind turbine generator is connected and may include additional equipment such as J-tubes, corrosion protection systems, boat access systems, access platforms, craneage, radar, electrical transmission equipment and associated equipment;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Orsted Hornsea Project Four Limited (company number 08584182);

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“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation or transition piece;

“working day” means a day which is not a weekend, bank holiday or public holiday in England; and

“Work No. 2” means—

- (a) up to six small offshore transformer substations each fixed to the seabed by one of monopile foundations, mono suction bucket foundations, gravity base structures or jacket foundations and which may be connected to each other or one of the offshore accommodation platforms within Work No. 1(b) by a bridge link;
- (b) up to three large offshore transformer substations each fixed to the seabed by one of monopile foundations, mono suction bucket foundations, jacket foundations, box-type gravity base structures, gravity base structures, pontoon gravity base type 1 structures, or pontoon gravity base type 2 structures, and which may be connected to each other or one of the offshore accommodation platforms within Work No. 1(b) by a bridge link;
- (c) in the event that the mode of transmission is HVDC, either up to three large HVDC converter substations or up to six small HVDC converter substations fixed to the seabed within the area shown on the offshore works plan by one of monopile foundations, mono suction bucket foundations, jacket foundations, box-type gravity base structures, gravity base structures, pontoon gravity base type 1 structures, or pontoon gravity base type 2 structures;
- (d) a network of interconnector cables;
- (e) up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No. 5 consisting of offshore export cables along routes within the Order limits seaward of MLWS including one or more cable crossings; and
- (f) up to eight temporary horizontal directional drilling exit pits and associated cofferdams.

“Work No. 3(aA)” means, in the event that the mode of transmission is HVAC, up to three offshore HVAC booster stations fixed to the seabed within the area shown on the offshore works plan by one of monopile foundations, mono suction bucket foundations, jacket foundations, gravity base structures, pontoon gravity base type 1 structures or pontoon gravity base type 2 structures; and

“UK Standard Marking Schedule for Offshore Installations” means the Standard Marking Schedule for Offshore Installations published by the Department of Energy & Climate Change with reference DECC 04/11.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time;
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

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(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

- (a) Civil Aviation Authority
  - Aviation House
  - Beehive Ringroad
  - Crawley
  - West Sussex
- (b) Historic England
  - 37 Tanner Road
  - York
  - YO1 6WP
- (c) Marine Management Organisation
  - Marine Licensing Team
  - Lancaster House Hampshire Court
  - Newcastle Business Park
  - Newcastle upon Tyne
  - NE4 7YH
  - Tel: 0300 123 1032;
- (d) Marine Management Organisation (Local Office)
  - Room 13, Ground Floor
  - Crosskill House
  - Mill Lane
  - Beverley
  - HU17 9JB
  - Tel: 0208 026 0519;
- (e) Maritime and Coastguard Agency
  - Navigation Safety Branch
  - Bay 2/20, Spring Place
  - 105 Commercial Road
  - Southampton
  - SO15 1EG
  - Tel: 020 3817 2433;
- (f) Ministry of Defence (as requested by Defence Infrastructure Organisation – Safeguarding)
  - St George’s House
  - DIO Head Office
  - DMS Whittington
  - Lichfield
  - Staffordshire
  - WS14 9PY;
- (g) Natural England

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4th Floor  
Foss House  
1-2 Peasholme Green  
York  
YO1 7PX  
Tel: 0300 060 4911;

(h) Trinity House

Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;

(i) The United Kingdom Hydrographic Office

Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900.

(5) Unless otherwise advised in writing by the MMO, the address for electronic communication with the MMO for the purposes of this licence is [marine.consents@marinemanagement.org.uk](mailto:marine.consents@marinemanagement.org.uk), or where contact to the Local Office if the MMO is required, [beverley@marinemanagement.org.uk](mailto:beverley@marinemanagement.org.uk).

(6) Unless otherwise advised in writing by the MMO, the Marine Case Management System (“MCMS”) must be used for all licence returns or applications to vary this licence. The MCMS address is: <https://marinelicensing.marinemanagement.org.uk/>.

(7) Any reference in this licence or the documents certified by the Secretary of State for the purposes of the Order under article 38 (certification of plans and documents, etc.) to a dimension measured from LAT may be converted to a measurement from HAT by subtracting 4.71m from the measurement from LAT.

**Commencement Information**

**I251** Sch. 11 Pt. 1 para. 1 in force at 3.8.2023, see [art. 1](#)

**Details of licensed marine activities**

**2.** Subject to the licence conditions at Part 2, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea within the Order limits seaward of MHWS of the substances and articles specified in paragraph 4 below and within Work No. 1 when combined with the disposal authorised within the array area disposal site by the deemed marine licence granted under Schedule 12 of the Order, of up to 7,211,601 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for foundation works and cable installation preparation works within the array area disposal site;
- (b) the construction of works in or over the sea and/or on or under the seabed;

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- (c) dredging for the purposes of seabed preparation for foundation works and/or electrical circuit works;
- (d) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (e) boulder clearance works by displacement ploughing or subsea grab technique or any other comparable method;
- (f) removal of static fishing equipment; and
- (g) site preparation works.

#### Commencement Information

**I252** Sch. 11 Pt. 1 para. 2 in force at 3.8.2023, see [art. 1](#)

**3.** Such activities described in paragraph 2 are authorised in relation to the construction, maintenance and operation of—

*Work No. 1—*

- (a) (a) an offshore wind turbine generating station with a gross electrical output of over 100 megawatts comprising up to 180 wind turbine generators each fixed to the seabed by one of monopile foundations, mono suction bucket foundations or jacket foundations;
- (b) (b) one offshore accommodation platform fixed to the seabed within the area shown on the offshore works plan by one of monopile foundations, mono suction bucket foundations, a gravity base structure or jacket foundation and which may be connected to one of the offshore substations within Work No. 2 by a bridge link; and
- (c) (c) a network of cables between the wind turbine generators, and between the wind turbine generators and Work No. 2, including one or more cable crossings.

In connection with such Work No. 1 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses; and
- (c) temporary landing places, moorings or other means of accommodating or anchoring vessels in the construction and/or maintenance of the authorised development.

#### Commencement Information

**I253** Sch. 11 Pt. 1 para. 3 in force at 3.8.2023, see [art. 1](#)

**4.** The substances or articles authorised for deposit at sea are—

- (a) iron and steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete;
- (d) sand and gravel;
- (e) plastic and synthetic;



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- (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable installation preparation works;
- (g) weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and
- (h) marine coatings, other chemicals and timber.

**Commencement Information**

**I254** Sch. 11 Pt. 1 para. 4 in force at 3.8.2023, see [art. 1](#)

5. The grid coordinates for that part of the authorised development comprising Work No. 1 are specified below and more particularly on the offshore Order limits and grid coordinates plan—

Point ID	Latitude (DMS)	Longitude (DMS)	Point ID	Latitude (DMS)	Longitude (DMS)
1	54° 0' 23.321" N	1° 12' 48.805" E	5	54° 12' 37.143" N	0° 58' 31.095" E
2	54° 7' 24.985" N	0° 59' 54.702" E	6	54° 12' 17.413" N	1° 12' 18.263" E
3	54° 9' 13.497" N	1° 0' 43.850" E	7	54° 4' 13.012" N	1° 30' 5.270" E
4	54° 10' 49.480" N	0° 58' 21.782" E	8	53° 59' 15.598" N	1° 17' 20.651" E

**Commencement Information**

**I255** Sch. 11 Pt. 1 para. 5 in force at 3.8.2023, see [art. 1](#)

**Commencement Information**

**I252** Sch. 11 Pt. 1 para. 2 in force at 3.8.2023, see [art. 1](#)

**I253** Sch. 11 Pt. 1 para. 3 in force at 3.8.2023, see [art. 1](#)

**I254** Sch. 11 Pt. 1 para. 4 in force at 3.8.2023, see [art. 1](#)

**I255** Sch. 11 Pt. 1 para. 5 in force at 3.8.2023, see [art. 1](#)

**General provisions**

6. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes) of the 2004 Act, and the completion of such programme has been confirmed by the Secretary of State in writing.

**Commencement Information**

**I256** Sch. 11 Pt. 1 para. 6 in force at 3.8.2023, see [art. 1](#)

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 5 (benefit of the Order).

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**Commencement Information**

**I257** Sch. 11 Pt. 1 para. 7 in force at 3.8.2023, see [art. 1](#)

**8.** With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

**Commencement Information**

**I258** Sch. 11 Pt. 1 para. 8 in force at 3.8.2023, see [art. 1](#)

**9.** Any amendments to or variations from the approved details, plan or scheme must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially greater environmental effects from those assessed in the environmental statement.

**Commencement Information**

**I259** Sch. 11 Pt. 1 para. 9 in force at 3.8.2023, see [art. 1](#)

**Commencement Information**

**I256** Sch. 11 Pt. 1 para. 6 in force at 3.8.2023, see [art. 1](#)

**I257** Sch. 11 Pt. 1 para. 7 in force at 3.8.2023, see [art. 1](#)

**I258** Sch. 11 Pt. 1 para. 8 in force at 3.8.2023, see [art. 1](#)

**I259** Sch. 11 Pt. 1 para. 9 in force at 3.8.2023, see [art. 1](#)

## PART 2

### CONDITIONS

#### Design parameters

**1.—(1)** The total number of wind turbine generators comprised in the authorised scheme must not exceed 180.

**(2)** Subject to sub-paragraph **(3)**, each wind turbine generator forming part of the authorised scheme must not—

- (a) exceed a height of 370 metres when measured from LAT to the tip of the vertical blade;
- (b) exceed a rotor diameter of 305 metres;
- (c) be less than 42.43 metres from LAT to the lowest point of the rotating blade; and
- (d) be less than 810 metres from the nearest wind turbine generator in all directions.

**(3)** The minimum distance in sub-paragraph **1(2)(d)** between each wind turbine generator is to be measured from the centre point of the wind turbine generator.

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(4) Wind turbine generator foundation structures forming part of the authorised scheme must be one of the following foundation options—

- (a) monopile foundations;
- (b) mono suction bucket foundations; or
- (c) jacket foundations.

(5) No wind turbine generator—

(a) jacket foundation employing pin piles forming part of the authorised scheme may—

- (i) have a pin pile diameter of greater than four meters; and
- (ii) employ more than 16 pin piles per jacket foundation; and

(b) monopile foundation forming part of the authorised scheme may have a diameter greater than 15 metres.

(6) The total seabed footprint area for wind turbine generator foundations must not exceed—

- (a) 302,180 square metres excluding scour protection; and
- (b) 985,240 square metres including scour protection.

(7) The total volume of scour protection material for wind turbine generator foundations must not exceed 1,582,040 cubic metres.

(8) The wind turbine generators comprised in the authorised scheme must be constructed in accordance with the parameters set out in the pro-rata annex.

#### Commencement Information

**I260** Sch. 11 Pt. 2 para. 1 in force at 3.8.2023, see [art. 1](#)

2.—(1) The total number of offshore accommodation platforms forming part of the authorised scheme must not exceed one.

(2) The dimensions of any offshore accommodation platform forming part of the authorised scheme must not exceed—

- (a) 64 metres in height when measured from LAT;
- (b) 60 metres in length; and
- (c) 60 metres in width.

(3) Offshore accommodation platform foundation structures forming part of the authorised scheme must be one of either monopile foundations, mono suction bucket foundations, gravity base structures, jacket foundations or box-type gravity base structures.

(4) No offshore accommodation platform—

(a) jacket foundation employing pin piles forming part of the authorised scheme may—

- (i) have a pin pile diameter of greater than four metres; and
- (ii) employ more than 16 pin piles per jacket foundation; and

(b) monopile foundation forming part of the authorised scheme may have a diameter greater than 15 metres.

(5) The total permanent seabed footprint area for offshore accommodation platform foundations must not exceed—

- (a) 5,625 square metres excluding scour protection; and
- (b) 30,625 square metres including scour protection.

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(6) The offshore accommodation platform comprised in the authorised scheme must be constructed in accordance with parameters set out in the pro-rata annex.

(7) A bridge link forming part of the authorised scheme must be installed at a minimum height of 20 metres when measured from LAT.

**Commencement Information**

**I261** Sch. 11 Pt. 2 para. 2 in force at 3.8.2023, see [art. 1](#)

**3.—(1)** The total length of the cables in Work No. 1(c) and the volume of their cable protection (including cable crossings) must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection</i>
Work No. 1(c)	600 kilometres	624,000 square metres

(2) The total number of cable crossings associated with the cables in Work No. 1(c) when combined with Work No. 2(d) as licenced under the licence in Schedule 12 of the Order must not exceed 32.

(3) The cables and cable circuits comprised in the authorised development must be constructed in accordance with the parameters set out in the pro-rata annex.

**Commencement Information**

**I262** Sch. 11 Pt. 2 para. 3 in force at 3.8.2023, see [art. 1](#)

**Commencement Information**

**I260** Sch. 11 Pt. 2 para. 1 in force at 3.8.2023, see [art. 1](#)

**I261** Sch. 11 Pt. 2 para. 2 in force at 3.8.2023, see [art. 1](#)

**I262** Sch. 11 Pt. 2 para. 3 in force at 3.8.2023, see [art. 1](#)

**Maintenance of the authorised development**

**4.—(1)** The undertaker may at any time maintain the authorised development, except to the extent that this licence or an agreement made under this licence provides otherwise.

(2) Maintenance works include but are not limited to—

- (a) major wind turbine component or offshore accommodation platform replacement;
- (b) painting and applying other coatings to wind turbine generators or offshore accommodation platforms;
- (c) bird waste and marine growth removal;
- (d) cable remedial burial;
- (e) cable repairs and replacement;
- (f) cable protection replenishment for a maximum period of ten years post construction;
- (g) access ladder and boat landing replacement;
- (h) wind turbine generator and accommodation platform anode replacement; and
- (i) J-tube repair/replacement.

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(3) In undertaking activities under condition 4(2)(f), the undertaker must not reduce water depth by more than 5% unless agreed with the MMO in writing.

(4) An operation and maintenance plan substantially in accordance with the outline offshore operations and maintenance plan shall be submitted to the MMO for approval in consultation with the relevant SNCB at least six months prior to the commencement of the operation of the licensed activities. All operation and maintenance activities shall be carried out in accordance with the approved plan.

**Commencement Information**

**I263** Sch. 11 Pt. 2 para. 4 in force at 3.8.2023, see [art. 1](#)

**Vessels under the undertaker's control**

5.—(1) The undertaker must issue to operators of vessels under its control operating within the Order limits a code of conduct to prevent collision risk or injury to marine mammals.

(2) The undertaker must ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

**Commencement Information**

**I264** Sch. 11 Pt. 2 para. 5 in force at 3.8.2023, see [art. 1](#)

**Extension of time periods**

6. Any time period given in this licence given to either the undertaker or the MMO may be extended with the agreement of the other party in writing such agreement not to be unreasonably withheld or delayed.

**Commencement Information**

**I265** Sch. 11 Pt. 2 para. 6 in force at 3.8.2023, see [art. 1](#)

**Notifications and inspections**

7.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 16; and

(ii) the masters and offshore operations managers responsible for the vessels notified to the MMO in accordance with condition 16;

(b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 16 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

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- (a) the undertaker's registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel and at the office of any offshore operations managers with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.
- (5) The undertaker must ensure that a copy of this licence and any subsequent revisions or amendments has been read and understood by the masters of any vessel being used to carry on any licensed activity set out in condition 16(3), and that a copy of this licence is held on board any such vessel.
- (6) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (7) The undertaker must inform the MMO Local Office in writing at least five days prior to the commencement of the licensed activities and within five days of the completion of the licensed activity.
- (8) The undertaker must inform the Kingfisher Information Service of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant stage—
- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Bulletin and offshore hazard awareness data; and
  - (b) as soon as reasonably practicable, and in any event no later than 24 hours after completion of construction of all offshore activities,
- confirmation of notification must be provided to the MMO in writing within five days.
- (9) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised scheme or any relevant stage advising of the start date of Work No. 1 and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UK Hydrographic Office within five days of issue.
- (10) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and the notices must be supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under deemed marine licence condition 13(1)(b) and monitoring plan approved under condition 13(1)(f). Copies of all local notifications must be provided to the MMO and UK Hydrographic Office within five days of issue, save for in the case of a notice relating to operations and maintenance, which must be provided within 24 hours of issue.
- (11) The undertaker must notify the UK Hydrographic Office of the commencement (within fourteen days), progress and completion of construction (within fourteen days) of the licensed activities in order that all necessary amendments to nautical and aeronautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days of the notification.
- (12) In case of damage to, or destruction or decay of, the authorised scheme seaward of MHWS or any part thereof, excluding the exposure of cables, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, the MCA, Trinity House, the Kingfisher Information Service and the UK Hydrographic Office.

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(13) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners and inform the Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO, the MCA, Trinity House and the UK Hydrographic Office within five days.

(14) The undertaker must notify the MMO in writing a minimum of five days in advance of the commencement of each discrete incident of cable repair, replacement, or protection replenishment activity. Such a notification must include proposed timings and a description of proposed methodologies.

(15) The undertaker must ensure that the MMO, the MMO Local Office, local mariners, local fishermen's organisations and the Source Data Receipt Team at the UK Hydrographic Office, Taunton, Somerset, TA1 2DN (sdr@ukho.gov.uk) are notified within five days of completion of each instance of cable repair, replacement or protection replenishment activity.

**Commencement Information**

**I266** Sch. 11 Pt. 2 para. 7 in force at 3.8.2023, see [art. 1](#)

**Aids to navigation**

8.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised scheme seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning of the authorised scheme seaward of MHWS keep Trinity House and the MMO informed in writing of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 13(1)(i) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised scheme seaward of MHWS notify Trinity House and the MMO in writing of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 7(12) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

(6) Any jack up barges or vessels utilised during the licensed activities, when jacked up, must exhibit signals in accordance with the UK Standard Marking Schedule for Offshore Installations.

**Commencement Information**

**I267** Sch. 11 Pt. 2 para. 8 in force at 3.8.2023, see [art. 1](#)



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### Colouring of structures

**9.**—(1) The undertaker must colour all structures yellow (colour code RAL 1023) from at least highest astronomical tide to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must ensure that the wind turbine generators are painted light grey (colour code RAL 7035).

#### Commencement Information

**I268** Sch. 11 Pt. 2 para. 9 in force at 3.8.2023, see [art. 1](#)

### Aviation safety

**10.**—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by Air Navigation Order 2016<sup>(61)</sup> and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority. Lighting installed specifically to meet Ministry of Defence aviation safety requirements must remain operational for the life of the authorised development unless otherwise agreed in writing with the Ministry of Defence.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, at least 14 days prior to the commencement of the licensed activities, in writing of the following information—

- (a) the date of the commencement of the licensed activities;
- (b) the date any wind turbine generators are to be installed;
- (c) the maximum height of any construction equipment or vessels to be used;
- (d) the maximum heights of any wind turbine generator and offshore accommodation platform to be constructed (including any antennae);
- (e) the latitude and longitude of each wind turbine generator and offshore accommodation platform to be constructed,

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph of this condition and of the completion of the construction of the authorised scheme. Copies of notifications must be provided to the MMO.

#### Commencement Information

**I269** Sch. 11 para. 10 in force at 3.8.2023, see [art. 1](#)

### Chemicals, drilling and debris

**11.**—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002<sup>(62)</sup> (as amended) as maintained by the Centre for Environment, Fisheries and Aquaculture Science.

<sup>(61)</sup> S.I. 2016/765.

<sup>(62)</sup> S.I. 2002/1355.



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(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with relevant guidelines approved by Health and Safety Executive.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order, by submission of a disposal return by 31 January each year for the months August to January inclusive, and by 31 July each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the MMO Local Office in writing within 48 hours of becoming aware of it and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it at its own expense.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the marine environment through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported in writing to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 13(1)(d)(i).

(10) All dropped objects within the Order limits must be reported to the MMO using the dropped object procedure form as soon as reasonably practicable following the undertaker becoming aware of an incident. On receipt of the dropped object procedure form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

#### Commencement Information

**I270** Sch. 11 para. 11 in force at 3.8.2023, see [art. 1](#)

#### Force majeure

**12.**—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the MMO in the manner provided in condition 11(10).

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

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### Commencement Information

**I271** Sch. 11 para. 12 in force at 3.8.2023, see [art. 1](#)

### Pre-construction plans and documentation

**13.—(1)** The licensed activities for each stage of construction of the authorised scheme must not commence until the following (insofar as relevant to that activity or stage of activity) has been submitted to and approved in writing by the MMO, in consultation with, where relevant, Trinity House, the MCA, UK Hydrographic Office and relevant SNCB—

- (a) A design plan, prepared in accordance with the layout principles at a scale of between 1:25,000 and 1:50,000, or in such other format as may be appropriate, including detailed representation on the most suitably scaled chart, which shows for the relevant stage—
- (i) the proposed location, including grid co-ordinates of the centre point of the proposed location for each wind turbine generator, and offshore accommodation platform within the relevant stage, subject to any micro-siting required due to anthropological constraints, environmental constraints or difficult ground conditions discovered post approval under this condition and choice of foundation types for all wind turbine generators and offshore accommodation platforms within the relevant stage;
  - (ii) the number, specifications and dimensions of the wind turbine generators to be installed within the relevant stage;
  - (iii) the length and arrangement of cable comprising Work No. 1(c) within the relevant stage;
  - (iv) the dimensions of all monopile foundations, mono suction bucket foundations, jacket foundations or gravity base structures (for the offshore accommodation platform only) within the relevant stage; and
  - (v) any exclusion zones or micro-siting requirements identified in any mitigation project pursuant to sub-paragraph 13(2)(d) or relating to any habitats of principal importance identified as part of surveys undertaken in accordance with condition 17;
- to ensure conformity with the description of Work No. 1 and compliance with conditions 1, 2 and 3 above;
- (b) a construction programme to include details for the relevant stage of—
- (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works; and
  - (iii) an indicative written construction programme for all wind turbine generators, offshore accommodation platforms and cable comprised in the works at paragraph 2 to 3(b) of Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above),
- unless otherwise agreed in writing with the MMO;
- (c) a construction method statement in accordance with the construction methods assessed in the environmental statement and including details for the relevant stage of—
- (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to sub-paragraph 13(1)(g);
  - (ii) advisory safe passing distances for vessels around construction sites;

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- (iii) cable (including fibre optic cable) installation;
  - (iv) contractors;
  - (v) vessels and vessels transit corridors;
  - (vi) codes of conduct for vessel operators;
  - (vii) associated ancillary works;
  - (viii) guard vessels to be employed;
  - (ix) details of means to address impacts on European sites, habitats of principal importance and any international or nationally designated sites, where relevant; and
  - (x) measures to ensure appropriate co-ordination with the Marine Helicopter Coordination Centre;
- (d) a construction project environmental management and monitoring plan covering the period of construction for the relevant stage to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with and report any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk review to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) a marine biosecurity plan detailing how the risk of introduction and spread of invasive non-native species will be minimised;
  - (iv) waste management and disposal arrangements;
  - (v) a vessel management plan, to determine vessel routing to and from construction sites and ports, to include a code of conduct for vessel operators; and
  - (vi) the appointment and responsibilities of a company fisheries liaison officer;
- (e) a scour protection management plan for the relevant stage providing details of the need, type, sources, quantity and installation methods for scour protection, which must be updated and resubmitted in writing for approval if changes to it are proposed following cable laying operations;
- (f) details for the relevant stage of proposed pre-construction monitoring surveys, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 17, 18 and 19;
- (g) in the event that driven or part-driven pile foundations are proposed to be used for the relevant stage, a piling marine mammal mitigation protocol for that stage, in accordance with the outline marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, including details of soft start procedures with specified duration periods following current best practice as advised by the relevant statutory nature conservation bodies;
- (h) a cable specification and installation plan for the relevant stage which accords with the principles of the outline cable specification and installation plan, to include—
- (i) technical specification of offshore cables (including fibre optic cable) below MHWS within that stage, including a desk-based assessment of attenuation of electromagnetic field strengths, shielding and cable burial depth in accordance with good industry practice;
  - (ii) a detailed cable laying plan for the Order limits within that stage, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any

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area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection;

- (iii) proposals for the volume and areas of cable protection to be used for each cable crossing, and proposals for timing and methodology for reporting on actual volumes and areas post construction within that stage; and
- (iv) proposals for monitoring offshore cables within that stage including cable protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables;
- (i) an aids to navigation management plan for that stage to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 8 relating to that stage for the lifetime of the authorised scheme;
- (j) an ornithological monitoring plan for the relevant stage which accords with the principles set out in the outline ornithological monitoring plan setting out the circumstances in which ornithological monitoring will be required and the monitoring to be carried out in such circumstances.

(2) Subject to condition 13(3), the licensed activities or any relevant stage of those activities must not commence unless no later than six months prior to the commencement of the relevant stage a marine written scheme of archaeological investigation for the stage in construction has been submitted to and approved by the MMO in writing, in accordance with the outline marine written scheme of investigation, and in accordance with industry good practice, in consultation with the statutory historic body to include—

- (a) details of responsibilities of the undertaker, archaeological consultant and contractor;
- (b) a method statement for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
- (c) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within six months of any survey being completed;
- (d) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones prior to construction;
- (e) monitoring of archaeological exclusion zones during and post construction, including provision of a report on such monitoring;
- (f) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS ('online access to the index of archaeological investigations') form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
- (g) a reporting and recording protocol, designed in reference to the Offshore Renewables Protocol for Reporting Archaeological Discoveries as set out by the Crown Estate and reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
- (h) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.

(3) Pre-construction archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a written scheme of investigation specific to the relevant pre-construction activities (which must accord with the details set out in the outline marine written scheme of investigation) which has been submitted to and approved by the MMO in consultation with the statutory historic body.

(4) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive monopile foundations must not exceed 5,000kJ and the hammer energy used to drive or part-drive pin pile foundations must not exceed 3,000kJ.

(5) No more than two vessels may be engaged at any time in activities related to piling for the licenced activities. There will only be a maximum installation of two piled foundations within a 24-hour period. It is possible for installation of the two piled foundations to occur concurrently i.e. within a 24-hour period at up to two locations within the area of Work No. 3(a) or up to two locations within the array. The two piled foundation locations may also be piled simultaneously.

(6) The licensed activities or any part of those activities must not commence until a fisheries coexistence and liaison plan in accordance with the outline fisheries coexistence and liaison plan has been submitted to and approved by the MMO in writing.

(7) The undertaker must, before submitting any pre-construction plans and documentation required under this condition, provide a copy of the plans and documentation to any other undertaker to whom part of the benefit of this Order has been transferred or leased pursuant to article 5 (benefit of the order) of the Order.

(8) The undertaker to whom part of the benefit of the Order has been transferred or leased pursuant to article 5 (benefit of the order) must provide any comments on the plans and documentation to the undertaker within 14 days of receipt.

(9) The undertaker and any other undertaker must participate in liaison meetings as requested from time to time by the MMO in writing in advance and must consider such matters as are determined by the MMO relating to the efficient operation of a deemed marine licence issued under this Order (including as varied or transferred).

#### Commencement Information

**I272** Sch. 11 para. 13 in force at 3.8.2023, see [art. 1](#)

**14.**—(1) Except where otherwise stated or agreed in writing with the MMO, each programme, statement, plan, protocol or scheme required to be approved under condition 13 (save for that required under condition 13(1)(f)) must be submitted for approval at least six months prior to the intended commencement of the relevant stage of the licensed activities.

(2) The pre-construction monitoring surveys, construction monitoring, post-construction monitoring and related reporting required under condition 13(1)(f) must be submitted in accordance with the following, unless otherwise agreed in writing with the MMO—

- (a) at least six months prior to the first survey of the relevant stage, detail of any pre-construction surveys and an outline of all proposed monitoring;
- (b) at least six months prior to construction of the relevant stage, detail on construction monitoring; and
- (c) at least six months prior to commissioning of the relevant stage, detail of post-construction (and operational) monitoring.

(3) The MMO must determine an application for approval made under condition 13 within a period of six months commencing on the date the application is received by the MMO, unless

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otherwise agreed in writing with the undertaker such agreement not to be unreasonably withheld or delayed.

(4) The licensed activities for the relevant stage must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 13, unless otherwise agreed in writing by the MMO.

(5) The plans, protocols, statements, schemes and details submitted under condition 13 must ensure that any residual effects fall within the scope of those predicted in the environmental statement.

#### Commencement Information

**I273** Sch. 11 para. 14 in force at 3.8.2023, see [art. 1](#)

#### Commencement Information

**I272** Sch. 11 para. 13 in force at 3.8.2023, see [art. 1](#)

**I273** Sch. 11 para. 14 in force at 3.8.2023, see [art. 1](#)

### Offshore safety management

**15.** No stage of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the authorised scheme adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

#### Commencement Information

**I274** Sch. 11 para. 15 in force at 3.8.2023, see [art. 1](#)

### Reporting of engaged agents, contractors and vessels

**16.—**(1) The undertaker must provide the following information to the MMO—

- (a) the name, company number, address and function of any agent, contractor or sub-contractor appointed to engage in the licensed activities not less than ten working days prior to such agent or contractor commencing any licensed activity; and
- (b) each week during the construction of the authorised scheme a list of the vessels currently and to be used in relation to the licensed activities, including the master’s name, vessel type, vessel IMO number and vessel owner or operating company.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

(3) The undertaker must notify the MMO in writing not less than 24 hours prior to the commencement of major component exchanges, ladder replacements or cable related works—

- (a) any agents, contractors or subcontractors that will carry out such works; and
- (b) any vessel proposed to be used for such works, including the master’s name, vessel type, vessel IMO number and vessel owner or operating company.



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**Commencement Information**

**I275** Sch. 11 para. 16 in force at 3.8.2023, see [art. 1](#)

**Pre-construction monitoring and surveys**

17.—(1) The undertaker must in discharging condition 13(1)(f) for each stage of construction submit a monitoring plan or plans for that stage in accordance with an outline marine monitoring plan for written approval by the MMO in consultation with the relevant statutory bodies, which must contain details of proposed surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report and—

- (a) the survey proposals must be in accordance with the principles set out in the outline marine monitoring plan and must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the preconstruction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) Subject to receipt from the undertaker of specific proposals pursuant to this condition, the pre-construction survey proposals must comprise, in outline—

- (a) a full sea floor coverage swath–bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, of the Order limits and a buffer outside to—
  - (i) determine the location, extent and composition of any biogenic or geogenic reef features, as set out within the outline marine monitoring plan;
  - (ii) inform future navigation risk assessments as part of the cable specification and installation plan; and
  - (iii) inform the identification of any archaeological exclusion zone and post consent monitoring of any such archaeological exclusion zone;
- (b) any ornithological monitoring required by the ornithological monitoring plans submitted in accordance with condition 13(1)(j).
- (c) a bathymetric survey that meets the requirements of IHO S44ed5 Order 1a of the area within the following coordinates—

Development area node point	WGS84 UTM Zone 31N (metres)		WGS84 (DMS)		WGS84 (decimal degrees)	
	Easting	Northing	Latitude	Longitude	Latitude	Longitude
1	401818	5992480	54° 4' 16.157" N	1° 29' 58.386" E	54.07115	1.49955
2	411109	5984944	54° 0' 18.479" N	1° 38' 37.320" E	54.00513	1.64370
3	397695	5985627	54° 0' 31.626" N	1° 26' 19.993" E	54.00878	1.43889
4	397800	5978992	53° 56' 57.085" N	1° 26' 33.766" E	53.94919	1.44271

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Development area node point	WGS84 UTM Zone 31N (metres)		WGS84 (DMS)		WGS84 (decimal degrees)	
	Easting	Northing	Latitude	Longitude	Latitude	Longitude
5	387657	5983579	53° 59' 17.868" N	1° 17' 11.556" E	53.98830	1.28654
6	401818	5992480	54° 4' 16.157" N	1° 29' 58.386" E	54.07115	1.49955

(3) The pre-construction survey(s) carried out pursuant to condition 17(2)(a)(ii) and 17(2)(c) must fulfil the requirements of MGN654 and its supporting ‘Hydrographic Guidelines for Offshore Renewable Energy Developer’ (as relevant).

(4) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(5) Following completion of a survey carried out pursuant to this condition and prior to construction of the relevant stage, the undertaker must provide a report and full density data of the survey outcomes to the MMO, the relevant statutory nature conservation body, the MCA and UK Hydrographic Office as relevant.

#### Commencement Information

**I276** Sch. 11 para. 17 in force at 3.8.2023, see [art. 1](#)

#### Construction monitoring

**18.—**(1) The undertaker must, in discharging condition 13(1)(f), for each stage of construction submit a construction monitoring plan or plans for that stage in accordance with an outline marine monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body, which must include details of any proposed construction monitoring, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must be in accordance with the principles set out in the outline marine monitoring plan and must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) Subject to receipt from the undertaker of specific proposals pursuant to this condition the construction monitoring plan must include, in outline—

- (a) vessel traffic monitoring by automatic identification system for the duration of the construction period, with provision for a report to be submitted to the MMO, Trinity House, and the MCA annually during the construction period for the authorised development; and
- (b) where piled foundations are to be employed, unless otherwise agreed by the MMO in writing, details of proposed monitoring of the noise generated by the installation of the first four piled foundations of each piled foundation type to be constructed collectively under this licence and the licence granted under Schedule 12 of the Order.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph 18(2)(b) must be provided in writing to the MMO within six weeks of the installation (unless otherwise agreed) of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the statutory nature conservation body, the assessment



shows impacts significantly in excess to those assessed in the environmental statement and there has been a failure of the mitigations set out in the marine mammal mitigation protocol, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) The undertaker must carry out the surveys specified within the construction monitoring plan or plans in accordance with that plan or plans, including any further noise monitoring required in writing by the MMO under condition 18(3), unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

#### Commencement Information

I277 Sch. 11 para. 18 in force at 3.8.2023, see [art. 1](#)

#### Post-construction monitoring

**19.**—(1) The undertaker must, in discharging condition 13(1)(f), for each stage of construction submit a post-construction monitoring plan or plans for that stage in accordance with an outline marine monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body including details of proposed post-construction surveys, including methodologies (including appropriate buffers, where relevant) and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must be in accordance with the principles set out in the outline marine monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the preconstruction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) Subject to receipt of specific proposals the post-construction survey plan or plans must include, in outline—

- (a) details of a survey to determine any change in the location, extent and composition of any biogenic or geogenic reef feature identified in the pre-construction survey in the parts of the offshore Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) a bathymetric survey to monitor the effectiveness of archaeological exclusion zones. The data will be analysed by an accredited archaeologist as defined in the marine written scheme of archaeological investigation required under condition 13(2);
- (c) any ornithological monitoring required by the ornithological monitoring plans submitted in accordance with condition 13(1)(j); and
- (d) vessel traffic monitoring by automatic identification system for a duration of three consecutive years following the completion of construction of the authorised scheme, unless otherwise agreed in writing by the MMO, with provision for a report to be submitted annually to the MMO, Trinity House, and the MCA.

(3) The undertaker must carry out the surveys agreed under the post-construction monitoring plan or plans in accordance with that plan or plans and provide the agreed reports in the agreed format, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation body.

(4) Within 12 weeks of completion of any cable repair or replacement works, the undertaker must undertake a post installation survey along the section of cable that has undergone repair or replacement to demonstrate the successful burial of the cable, and submit a report to the MMO in writing on its findings.

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#### Commencement Information

**I278** Sch. 11 para. 19 in force at 3.8.2023, see [art. 1](#)

#### Timing of monitoring report

**20.** Any monitoring report compiled in accordance with the monitoring plans provided under conditions 17, 18 and 19 must be provided to the relevant body no later than four months following receipt by the undertaker of the results of monitoring to which it relates, unless otherwise agreed with the relevant body in writing.

#### Commencement Information

**I279** Sch. 11 para. 20 in force at 3.8.2023, see [art. 1](#)

#### Reporting of impact pile driving

**21.—(1)** Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the Marine Noise Registry—

- (a) prior to the commencement of each stage of construction of the licensed activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s Forward Look requirements;
- (b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements; and
- (c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements.

(2) The undertaker must notify the MMO in writing of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition, “Forward Look” and “Close Out” mean the requirements as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) as amended, updated or superseded from time to time.

#### Commencement Information

**I280** Sch. 11 para. 21 in force at 3.8.2023, see [art. 1](#)

#### Maintenance reporting

**22.—(1)** An annual maintenance report must be submitted to the MMO in writing within one month following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities as set out in condition 4 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within one month of that date, a consolidated maintenance report, which will—

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- (a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 22(1) of this licence;
- (b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

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**Commencement Information**

**I281** Sch. 11 para. 22 in force at 3.8.2023, see [art. 1](#)

**Stages of construction**

**23.**—(1) The licenced activities must not be commenced until a written scheme setting out the stages of construction of the authorised development seaward of MHWS has been submitted to and approved by the MMO in writing.

(2) The stages of construction referred to in sub-paragraph (1) will not permit the authorised development to be constructed in more than one overall phase.

(3) The scheme must be implemented as approved.

(4) The written scheme referred to in sub-paragraph (1) must be submitted to the MMO in writing four months prior to the planned commencement of the licenced activities.

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**Commencement Information**

**I282** Sch. 11 para. 23 in force at 3.8.2023, see [art. 1](#)

**Completion of construction**

**24.**—(1) The undertaker must submit a close out report in writing to the MMO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

- (a) the final number of installed wind turbine generators; and
- (b) the installed wind turbine generator parameters relevant for ornithological collision risk modelling.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

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**Commencement Information**

**I283** Sch. 11 para. 24 in force at 3.8.2023, see [art. 1](#)

**25.** The undertaker must submit a close out report to the MCA and the UK Hydrographic Office within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following—

- (a) the final number of installed wind turbine generators;
- (b) a plan of the layout of installed wind turbine generators and offshore accommodation platform; and

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- (c) latitude and longitude coordinates of the centre point of the location of each wind turbine generator and offshore accommodation platform, provided as Geographical Information System data referenced to WGS84 datum.

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**Commencement Information**

**I284** Sch. 11 para. 25 in force at 3.8.2023, see [art. 1](#)

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**Commencement Information**

**I283** Sch. 11 para. 24 in force at 3.8.2023, see [art. 1](#)

**I284** Sch. 11 para. 25 in force at 3.8.2023, see [art. 1](#)

### Deployment of cable protection

**26.** Any cable protection authorised under this licence must be deployed within 15 years from the date of the grant of the Order unless otherwise agreed by the MMO in writing.

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**Commencement Information**

**I285** Sch. 11 para. 26 in force at 3.8.2023, see [art. 1](#)

### Southern North Sea Special Area of Conservation Site Integrity Plan

**27.**—(1) No piling activities can take place until a Site Integrity Plan (“SIP”), which accords with the principles set out in the outline Southern North Sea Special Area of Conservation Site Integrity Plan, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (the “SNS SAC”) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted to the MMO no later than six months prior to the commencement of the piling activities.

(4) In approving the SIP, the MMO must be satisfied that the authorised scheme at the pre-construction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the Project, in-combination with other plans or projects at the preconstruction stage, is in line with the JNCC guidance.

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**Commencement Information**

**I286** Sch. 11 para. 27 in force at 3.8.2023, see [art. 1](#)

SCHEDULE 12

Article 33

DEEMED MARINE LICENCE UNDER THE 2009 ACT – TRANSMISSION ASSETS

PART 1

LICENSED MARINE ACTIVITIES

1.—(1) In this licence—

“the 2004 Act” means the Energy Act 2004(63);

“the 2008 Act” means the Planning Act 2008(64);

“the 2009 Act” means the Marine and Coastal Access Act 2009(65);

“2017 Offshore Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017(66);

“2017 Onshore Regulations” means the Conservation of Habitats and Species Regulations 2017(67);

“ancillary works” means those works listed in Part 1 of Schedule 1 to the Order;

“array area” means the area covered by Work No. 1 as shown on the offshore works plan;

“array area disposal site” means the site to be used for disposal of inert material of natural origin produced during construction drilling and seabed preparation for foundation works and cable sandwave clearance to be located within the array area;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this licence;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 (authorised development) of the Order and any other development authorised by this Order that is development within the meaning of section 32 (meaning of “development”) of the 2008 Act;

“authorised scheme” means Work Nos. 2, 3, 4 and 5 as described in paragraph 3 of Part 1 of this licence or any stage of that work;

“box-type gravity base structure” means a structure principally of steel, concrete, or steel and concrete with a square base which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including J-tubes, corrosion protection systems and access platform(s) and equipment;

“bridge link” means a steel truss structure with provision for overhead clearance for personnel, lighting fixtures and ancillary cabling, which can be used as a link for interconnection between any combination of permanent offshore electrical installations and/or offshore accommodation platform

“buoy” means any floating device used for navigational or measurement purposes, including LIDAR and wave buoys;

“cable corridor” means that area of Work No. 2 which lies outside of the array area, along with the area of Work Nos. 3, 4 and 5;

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(63) 2004 c. 20.

(64) 2008 c. 29.

(65) 2009 c. 23.

(66) S.I. 2017/13.

(67) S.I. 2017/1012.

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“cable corridor disposal site” means the site, within the cable corridor, to be used for disposal of inert material of natural origin produced during construction drilling and seabed preparation for foundation works and cable sandwave clearance;

“cable protection” means physical measures for the protection of cables including but not limited to concrete mattresses, and/or rock placement (including material used for cable crossings);

“cable protection replenishment” means the restoration to a former level or condition of cable protection lost by natural seabed processes or human activity;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for pre-construction surveys and monitoring approved under this licence and the activities set out in paragraph 2(e) and “commenced” and “commencement” must be construed accordingly;

“commissioning” means the process of assuring that all systems and components of the authorised development are tested to verify that they function and are operable in accordance with the design objectives, specifications and operational requirements of the undertaker;

“condition” means a condition in Part 2 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation – Safeguarding, St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY and any successor body to its functions;

“Defra” means the Department for Environment, Food and Rural; Affairs;

“dropped object procedure form” means the MMO notification proforma with reference MLDIR1 for reporting the loss or dumping of synthetic materials and other refuse at sea or any other format advised in writing by the MMO;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order under article 38 (certification of plans and documents, etc.);

“European site” has the meaning given in regulation 27 of the 2017 Offshore Regulations or regulation 8 of the 2017 Onshore Regulations as appropriate;

“gravity base structure” means a structure principally of steel, concrete, or steel and concrete with a base which tapers as it rises which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including J-tubes, corrosion protection systems and access platform(s) and equipment;

“habitats of principal importance” means a habitat designated as being of principal importance in accordance with section 41 (biodiversity lists and action (England)) of the Natural Environment and Rural Communities Act 2006;

“HAT” means highest astronomical tide;

“HVAC booster station lighting plan” means the plan certified as the HVAC booster station lighting plan by the Secretary of State for the purposes of the Order under article 38 (certification of plans and documents, etc.);

“HVDC” means high voltage direct current;

“IHO S44ed5 Order 1a” means order 1a from the fifth edition of the International Hydrographic Organisation’s Standards for Hydrographics Surveys;

“interconnector cables” means a network of cables between the offshore substations;

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“jacket foundation” means a lattice type structure constructed of steel, which may include additional equipment such as, J-tubes, corrosion protection systems and access platforms;

“JNCC” means the Joint Nature Conservation Committee;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“Kingfisher Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“Kingfisher Information Service” means the information service from non-departmental government body Seafish;

“large offshore HVDC converter substation” means the larger version of the offshore converter substations assessed in the environment statement;

“large offshore transformer substation” means the larger version of the offshore transformer substations assessed in the environment statement;

“LAT” means lowest astronomical tide;

“layout principles” means the document certified as the layout principles by the Secretary of State for the purposes of the Order under article 38 (certification of plans and documents, etc.);

“licensed activities” means the activities specified in Part 1 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (including replenishment of cable protection) but does not include the removal, reconstruction or replacement of foundations associated with the authorised scheme, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“Marine Management Organisation” or “MMO” means the Marine Management Organisation, Lancaster House, Hampshire Court, Newcastle upon Tyne, NE4 7YH who is the body created under the 2009 Act and who is responsible for the monitoring and enforcement of this licence;

“marine noise registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

“MCA” means the Maritime and Coastguard Agency, an executive agency for the Department for Transport;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“mean low water springs” or “MLWS” means the lowest level which spring tides reach on average over a period of time;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including J-tubes, corrosion protection systems and access platforms and equipment;

“mono suction bucket foundation” means a steel cylindrical structure which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential, and may include additional equipment such as J-tubes;

“offshore accommodation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the wind turbine generators and offshore electrical installations;



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“offshore electrical installations” means the small offshore transformer substations, the large offshore transformer substations, the offshore HVAC booster stations, the small offshore HVDC converter substations and the large offshore HVDC converter substations forming part of the authorised development;

“offshore export cable” means a network of cables for as described in Work No. 2(e) and Work No. 3(d);

“offshore HVAC booster station” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing—

- (a) electrical equipment required to provide reactive power compensation; and
- (b) housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the substation;

“the offshore Order limits and grid coordinates plan” means the plan certified as the offshore Order limits and grid coordinates plan by the Secretary of State for the purposes of the Order under article 38 (certification of plans and documents, etc.);

“Offshore Renewables Protocol for Reporting Archaeological Discoveries” means the Offshore Renewables Protocol for Reporting Archaeological Discoveries, the Crown Estate (2014), *Protocol for Archaeological Discoveries: Offshore Renewables Projects*, Salisbury, Wessex Archaeology as amended, updated or superseded from time to time;

“offshore transformer substation” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing—

- (a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation; and
- (b) housing accommodation, storage, workshop auxiliary equipment, radar and facilities for operating, maintaining and controlling the substation or wind turbine generators;

“offshore works plan” means the plan certified as the offshore works plan by the Secretary of State for the purposes of the Order under article 38 (certification of plans and documents, etc.);

“operation” means the undertaking of licensed activities which are not part of the construction, commissioning or decommissioning of the authorised development;

“Order” means the Hornsea Four Offshore Wind Farm Order 2023;

“the Order limits” means the limits shown on the offshore Order limits and grid coordinates plans and the onshore Order limits plan within which the authorised scheme may be carried out, whose grid coordinates seaward of MHWS are set out in paragraph 5 of Part 1 of this Schedule;

“outline cable specification and installation plan” means the document certified as the outline cable specification and installation plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline marine mammal mitigation protocol” means the document certified as the outline marine mammal mitigation protocol by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline marine monitoring plan” means the document certified as the outline marine monitoring plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline marine written scheme of investigation” means the document certified as the outline marine written scheme of investigation by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);



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“outline offshore operations and maintenance plan” means the document certified as the outline operations and maintenance plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“outline southern north sea special area of conservation site integrity plan” means the document certified as the outline southern north sea special area of conservation site integrity plan by the Secretary of State for the purposes of this Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure jacket foundations;

“pontoon gravity base type 1 structure” means a structure principally of steel, concrete, or steel and concrete with a base made up of up to two rectangular pontoons which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including J-tubes, corrosion protection systems and access platform(s) and equipment;

“pontoon gravity base type 2 structure” means a structure principally of steel, concrete, or steel and concrete with a base made up of a pontoon arranged in a rectangle around an open centre which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including J-tubes, corrosion protection systems and access platform(s) and equipment;

“pro-rata annex” means the document certified as the pro-rata annex by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“small offshore HVDC converter substation” means the smaller version of the offshore transformer substations assessed in the environment statement;

“small offshore transformer substation” means the smaller version of the offshore transformer substations assessed in the environment statement;

“statutory historic body” means Historic England, the relevant local authority or its successor in function;

“statutory nature conservation body” means the appropriate nature conservation body as defined in Regulation 5 of the Onshore Regulations 2017 or its equivalent in the Offshore Regulations;

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

“transition piece” means the metal structure attached to the top of the foundation where the base of the wind turbine generator is connected and may include additional equipment such as J-tubes, corrosion protection systems, boat access systems, access platforms, craneage, radar, electrical transmission equipment and associated equipment;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Orsted Hornsea Project Four Limited (company number 08584182);

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems,

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corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation or transition piece; and

“working day” means a day which is not a weekend, bank or public holiday in England; and

“UK Standard Marking Schedule for Offshore Installations” means the Standard Marking Schedule for Offshore Installations published by the Department of Energy & Climate Change with reference DECC 04/11.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

(a) all times are taken to be Greenwich Mean Time; and

(b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Civil Aviation Authority

Aviation House  
Beehive Ringroad  
Crawley  
West Sussex  
RH6 0YR

(b) Historic England

37 Tanner Road  
York  
YO1 6WP

(c) Marine Management Organisation

Marine Licensing Team  
Lancaster House Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;

(d) Marine Management Organisation (Local Office)

Room 13, Ground Floor  
Crosskill House  
Mill Lane  
Beverley  
HU17 9JB  
Tel: 0208 026 0519;

(e) Maritime and Coastguard Agency

Navigation Safety Branch

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Bay 2/20, Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2433;

- (f) Ministry of Defence (as represented by Defence Infrastructure Organisation – Safeguarding)

St George’s House  
DIO Head Office  
DMS Whittington  
Lichfield  
Staffordshire  
WS14 9PY;

- (g) Natural England

4th Floor  
Foss House  
1-2 Peasholme Green  
York  
YO1 7PX  
Tel: 0300 060 4911;

- (h) Trinity House

Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;

- (i) The United Kingdom Hydrographic Office

Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900.

(5) Unless otherwise advised in writing by the MMO, the address for electronic communication with the MMO for the purposes of this licence is [marine.consent@marinemanagement.org.uk](mailto:marine.consent@marinemanagement.org.uk), or where contact to the Local Office of the MMO is required, [beverley@marinemanagement.org.uk](mailto:beverley@marinemanagement.org.uk).

(6) Unless otherwise advised in writing by the MMO, the Marine Case Management System (“MCMS”) must be used for all licence returns or applications to vary this licence. The MCMS address is: <https://marinelicensing.marinemanagement.org.uk/>.

(7) Any reference in this licence or the documents certified by the Secretary of State for the purposes of the Order under article 38 (certification of plans and documents, etc.) to a dimension measured from LAT may be converted to a measurement from HAT by subtracting 4.71m from the measurement from LAT.

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#### Commencement Information

**I287** Sch. 12 Pt. 1 para. 1 in force at 3.8.2023, see [art. 1](#)

#### Details of licensed marine activities

**2.** Subject to the licence conditions at Part 2, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea within the Order limits seaward of MHWS of the substances and articles specified in paragraph 4 below and within—
  - (i) the array area disposal site, when combined with the disposal authorised by the deemed marine licence granted under Schedule 11 of the Order, of up to 7,211,601 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for foundation works and cable installation preparation and excavation of horizontal directional drilling pits works within the parts of Work No. 2 that lie within the array area; and
  - (ii) the cable corridor disposal site of up to 4,105,735 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for foundation works and cable installation preparation and excavation of horizontal directional drilling pits works within Work Nos. 2 (which lie within the cable corridor), 3, 4 and 5;
- (b) the construction of works in or over the sea or on or under the sea bed;
- (c) dredging for the purposes of seabed preparation for foundation works and/or electrical circuit works;
- (d) boulder clearance works by displacement ploughing or subsea grab technique or any other equivalent method;
- (e) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (f) removal of static fishing equipment; and
- (g) site preparation works.

#### Commencement Information

**I288** Sch. 12 Pt. 1 para. 2 in force at 3.8.2023, see [art. 1](#)

**3.** Such activities are authorised in relation to the construction, maintenance and operation of—

*Work No. 2—*

- (a) (a) up to six small offshore transformer substations each fixed to the seabed by one of monopile foundations, mono suction bucket foundations, gravity base structures or jacket foundations, and which may be connected to each other or one of the offshore accommodation platforms within Work No. 1(b) by a bridge link;
- (b) (b) up to three large offshore transformer substations each fixed to the seabed by one of monopile foundations, mono suction bucket foundations, box-type gravity base structures, or jacket foundations, pontoon gravity base type 1 structures, or pontoon gravity

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base type 2 structures, and which may be connected to each other or one of the offshore accommodation platforms within Work No. 1(b) by a bridge link;

- (c) (c) in the event that the mode of transmission is HVDC, either up to three either large HVDC converter substations or up to six small HVDC converter substations fixed to the seabed within the area shown on the offshore works plan by one of monopile foundations, mono suction bucket foundations, jacket foundations, box-type gravity base structures, gravity base structures, pontoon gravity base type 1 structures, or pontoon gravity base type 2 structures;
- (d) (d) a network of interconnector cables;
- (e) (e) up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No. 5 consisting of offshore export cables along routes within the Order limits seaward of MLWS including one or more cable crossings; and
- (f) (f) up to eight temporary horizontal directional drilling exit pits and associated cofferdams.

*Work No. 3—*

- (a) (a) in the event that the mode of transmission is HVAC, up to three offshore HVAC booster stations fixed to the seabed within the area shown on the offshore works plan by one of monopile foundations, mono suction bucket foundations, jacket foundations, gravity base structures, pontoon gravity base type 1 structures or pontoon gravity base type 2 structures; and
- (b) (b) in the event that the mode of transmission is HVAC, up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No. 5 consisting of offshore export cables along routes within the Order limits seaward of MHWS including one or more cable crossings.

*Work No. 4—* a temporary work area associated with Work No. 2 and Work No. 3 for vessels to carry out anchoring and positioning alongside Work No. 2 or Work No. 3.

*Work No. 5—* works consisting of—

- (a) (a) up to six cable circuits and associated electrical circuit ducts between Work No. 3 to Work No. 6; and
- (b) (b) up to eight horizontal directional drilling exit pits, unless Work No. 2(f) is constructed.

*Work No. 9—* temporary works as follows—

- (a) temporary vehicular access tracks as shown on the offshore works plans;
- (b) temporary construction ramp as shown on the offshore works plans.

In connection with such Works Nos. 2, 3, 4 and 5 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which consent may be granted) of the 2008 Act comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this license, including—

- (a) scour protection around the foundations of the offshore electrical installations;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses;
- (c) the removal of material from the seabed within the Order limits the disposal within—
  - (i) the array area disposal site, in combination with the disposal authorised by the deemed marine licence granted under Schedule 11 of the Order, of up to 7,211,601

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cubic metres of inert material of natural origin produced during construction drilling or seabed preparation for foundation works and cable installation preparation works (such as sandwave clearance and boulder clearance) and excavation of horizontal directional drilling pits works within the parts of Work No. 2 that lie within the array area; and

- (ii) the cable corridor disposal site up to 4,105,735 cubic metres of inert material of natural origin within Order limits produced during construction drilling and seabed preparation for foundation works and cable sandwave clearance works required or the construction of Work Nos. 2 (which lie within the cable corridor), 3, 4 and 5; and
- (d) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development.

#### Commencement Information

**I289** Sch. 12 Pt. 1 para. 3 in force at 3.8.2023, see [art. 1](#)

4. The substances or articles authorised for deposit at sea are—
- (a) iron and steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) material extracted from within the offshore Order limits during construction drilling and seabed preparation for foundation works cable installation preparation works and excavation of horizontal directional drilling pits; and
  - (g) marine coatings, other chemicals and timber.

#### Commencement Information

**I290** Sch. 12 Pt. 1 para. 4 in force at 3.8.2023, see [art. 1](#)

5. The grid coordinates for that part of the authorised development comprising Work Nos. 2, 3, 4, 5, 9a and 9b are specified below and more particularly on the offshore Order limits and grid coordinates plan—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	54° 2' 7.166" N	0° 12' 58.381" W	68	53° 59' 17.868" N	1° 17' 11.556" E
2	54° 2' 7.022" N	0° 12' 48.680" W	69	53° 58' 55.615" N	1° 16' 14.402" E
3	54° 2' 28.905" N	0° 12' 23.610" W	70	53° 58' 54.680" N	1° 16' 10.907" E
4	54° 3' 4.330" N	0° 9' 20.564" W	71	53° 58' 54.305" N	1° 16' 7.041" E
5	54° 3' 2.961" N	0° 8' 57.136" W	72	53° 58' 48.150" N	1° 9' 3.489" E
6	54° 3' 46.646" N	0° 6' 22.355" W	73	53° 58' 49.099" N	1° 8' 56.253" E
7	54° 3' 55.011" N	0° 6' 0.668" W	74	53° 59' 33.340" N	1° 5' 22.618" E
8	54° 4' 5.592" N	0° 5' 7.239" W	75	53° 59' 16.728" N	1° 0' 29.597" E

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9	54° 4' 7.120" N	0° 4' 56.079" W	76	53° 59' 10.802" N	0° 59' 53.488" E
10	54° 4' 7.947" N	0° 4' 12.149" W	77	53° 59' 0.241" N	0° 59' 7.651" E
11	54° 4' 7.646" N	0° 4' 2.450" W	78	53° 58' 58.446" N	0° 58' 57.385" E
12	54° 3' 39.131" N	0° 1' 17.603" E	79	53° 58' 53.673" N	0° 57' 53.130" E
13	54° 3' 36.602" N	0° 1' 19.983" E	80	53° 58' 53.613" N	0° 57' 45.865" E
14	54° 3' 36.653" N	0° 1' 27.388" E	81	53° 58' 54.420" N	0° 57' 26.213" E
15	54° 3' 37.742" N	0° 1' 33.117" E	82	53° 58' 58.248" N	0° 56' 45.174" E
16	54° 3' 31.432" N	0° 2' 43.501" E	83	53° 59' 56.956" N	0° 50' 1.171" E
17	54° 3' 21.791" N	0° 4' 54.431" E	84	54° 0' 12.504" N	0° 48' 1.381" E
18	54° 3' 20.107" N	0° 5' 29.470" E	85	54° 0' 12.515" N	0° 47' 27.367" E
19	54° 3' 20.504" N	0° 5' 36.188" E	86	54° 0' 13.296" N	0° 46' 40.673" E
20	54° 3' 29.852" N	0° 6' 6.995" E	87	54° 0' 12.634" N	0° 46' 30.459" E
21	54° 4' 17.513" N	0° 8' 11.780" E	88	54° 0' 11.415" N	0° 46' 24.233" E
22	54° 4' 19.804" N	0° 8' 20.650" E	89	53° 59' 39.945" N	0° 44' 55.026" E
23	54° 4' 29.084" N	0° 9' 5.618" E	90	53° 59' 33.773" N	0° 44' 35.130" E
24	54° 4' 30.902" N	0° 9' 18.035" E	91	53° 59' 28.402" N	0° 44' 15.020" E
25	54° 4' 31.360" N	0° 9' 29.006" E	92	53° 59' 26.858" N	0° 44' 5.508" E
26	54° 4' 30.770" N	0° 11' 14.823" E	93	53° 59' 23.738" N	0° 43' 35.842" E
27	54° 4' 41.436" N	0° 13' 46.313" E	94	53° 59' 23.191" N	0° 42' 42.267" E
28	54° 4' 51.664" N	0° 18' 10.115" E	95	53° 59' 23.584" N	0° 42' 32.090" E
29	54° 4' 49.674" N	0° 22' 20.794" E	96	53° 59' 29.653" N	0° 41' 39.599" E
30	54° 4' 34.602" N	0° 25' 8.241" E	97	53° 59' 31.433" N	0° 41' 30.497" E
31	54° 3' 47.343" N	0° 28' 41.594" E	98	53° 59' 34.340" N	0° 41' 20.783" E
32	54° 3' 29.522" N	0° 29' 45.309" E	99	54° 1' 11.539" N	0° 37' 38.060" E
33	54° 3' 12.983" N	0° 30' 41.496" E	100	54° 1' 53.954" N	0° 30' 4.210" E
34	54° 3' 11.866" N	0° 30' 46.755" E	101	54° 1' 55.082" N	0° 29' 58.960" E
35	54° 2' 29.831" N	0° 38' 16.384" E	102	54° 2' 16.836" N	0° 28' 45.068" E
36	54° 2' 28.252" N	0° 38' 27.328" E	103	54° 2' 34.272" N	0° 27' 42.729" E
37	54° 2' 25.710" N	0° 38' 37.464" E	104	54° 3' 14.191" N	0° 24' 52.548" E
38	54° 2' 22.467" N	0° 38' 46.275" E	105	54° 3' 28.906" N	0° 22' 9.330" E
39	54° 0' 46.742" N	0° 42' 25.062" E	106	54° 3' 30.827" N	0° 18' 25.085" E
40	54° 0' 44.114" N	0° 42' 47.823" E	107	54° 3' 25.965" N	0° 15' 11.395" E
41	54° 0' 44.168" N	0° 42' 53.983" E	108	54° 3' 10.152" N	0° 11' 26.334" E

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42	54° 0' 37.964" N	0° 43' 8.166" E	109	54° 3' 9.658" N	0° 11' 1.640" E
43	54° 0' 33.962" N	0° 43' 31.109" E	110	54° 3' 10.393" N	0° 9' 39.559" E
44	54° 0' 51.704" N	0° 44' 6.496" E	111	54° 3' 7.676" N	0° 9' 26.386" E
45	54° 0' 57.175" N	0° 44' 19.901" E	112	54° 3' 13.846" N	0° 8' 47.985" E
46	54° 1' 20.169" N	0° 45' 45.285" E	113	54° 1' 59.146" N	0° 5' 34.054" E
47	54° 1' 22.890" N	0° 46' 0.288" E	114	54° 1' 59.193" N	0° 5' 24.927" E
48	54° 1' 33.372" N	0° 47' 34.265" E	115	54° 2' 1.399" N	0° 4' 39.525" E
49	54° 1' 33.357" N	0° 48' 6.711" E	116	54° 2' 14.627" N	0° 1' 34.678" E
50	54° 1' 32.702" N	0° 48' 19.691" E	117	54° 2' 13.616" N	0° 1' 29.370" E
51	54° 1' 26.938" N	0° 49' 8.341" E	118	54° 2' 9.931" N	0° 1' 16.745" W
52	54° 1' 15.588" N	0° 50' 33.236" E	119	54° 1' 43.569" N	0° 0' 7.896" W
53	54° 0' 17.357" N	0° 57' 13.969" E	120	54° 1' 31.663" N	0° 0' 25.766" W
54	54° 0' 15.266" N	0° 57' 36.824" E	121	54° 1' 7.679" N	0° 1' 51.463" W
55	54° 0' 14.766" N	0° 57' 48.644" E	122	54° 1' 0.011" N	0° 2' 21.082" W
56	54° 0' 17.493" N	0° 58' 26.081" E	123	54° 1' 0.055" N	0° 4' 18.699" W
57	54° 0' 27.621" N	0° 59' 10.323" E	124	54° 1' 25.632" N	0° 12' 25.517" W
58	54° 0' 36.596" N	1° 0' 6.568" E	125	54° 1' 41.883" N	0° 12' 50.086" W
59	54° 0' 53.351" N	1° 4' 59.324" E	126	54° 1' 39.112" N	0° 12' 50.078" W
60	54° 2' 51.236" N	1° 8' 18.052" E	127	54° 1' 39.246" N	0° 12' 59.069" W
61	54° 7' 24.985" N	0° 59' 54.702" E	128	54° 1' 39.257" N	0° 12' 59.850" W
62	54° 9' 13.497" N	1° 0' 43.850" E	129	54° 1' 39.742" N	0° 12' 59.821" W
63	54° 10' 49.480" N	0° 58' 21.782" E	130	54° 1' 39.731" N	0° 12' 59.103" W
64	54° 12' 37.143" N	0° 58' 31.095" E	131	54° 1' 43.574" N	0° 12' 59.118" W
65	54° 12' 17.413" N	1° 12' 18.263" E	132	54° 1' 43.811" N	0° 12' 59.860" W
66	54° 4' 13.012" N	1° 30' 5.270" E	133	54° 2' 7.201" N	0° 13' 0.387" W
67	53° 59' 15.598" N	1° 17' 20.651" E			

#### Commencement Information

**I291** Sch. 12 Pt. 1 para. 5 in force at 3.8.2023, see [art. 1](#)

#### Commencement Information

**I288** Sch. 12 Pt. 1 para. 2 in force at 3.8.2023, see [art. 1](#)

**I289** Sch. 12 Pt. 1 para. 3 in force at 3.8.2023, see [art. 1](#)



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**I290** Sch. 12 Pt. 1 para. 4 in force at 3.8.2023, see [art. 1](#)

**I291** Sch. 12 Pt. 1 para. 5 in force at 3.8.2023, see [art. 1](#)

## General provisions

6. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes), and the completion of such programme has been confirmed by the Secretary of State in writing.

### Commencement Information

**I292** Sch. 12 Pt. 1 para. 6 in force at 3.8.2023, see [art. 1](#)

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 5 (benefit of the Order).

### Commencement Information

**I293** Sch. 12 Pt. 1 para. 7 in force at 3.8.2023, see [art. 1](#)

8. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

### Commencement Information

**I294** Sch. 12 Pt. 1 para. 8 in force at 3.8.2023, see [art. 1](#)

9. Any amendments to or variations from the approved details, plan or scheme must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially greater environmental effects from those assessed in the environmental statement.

### Commencement Information

**I295** Sch. 12 Pt. 1 para. 9 in force at 3.8.2023, see [art. 1](#)

### Commencement Information

**I292** Sch. 12 Pt. 1 para. 6 in force at 3.8.2023, see [art. 1](#)

**I293** Sch. 12 Pt. 1 para. 7 in force at 3.8.2023, see [art. 1](#)

**I294** Sch. 12 Pt. 1 para. 8 in force at 3.8.2023, see [art. 1](#)

**I295** Sch. 12 Pt. 1 para. 9 in force at 3.8.2023, see [art. 1](#)

## PART 2

### CONDITIONS

#### Design parameters

1.—(1) The total number of offshore electrical installations must not exceed nine, and consisting of a combination of no more than—

- (a) six small offshore transformer substations;
- (b) three large offshore transformer substations;
- (c) three offshore HVAC booster stations;
- (d) six small offshore HVDC converter substations; and
- (e) three large offshore HVDC converter substations.

(2) The dimensions of any small offshore transformer substations (including auxiliary structures, but excluding masts, radar and antennae) forming part of the authorised scheme must not exceed—

- (a) 100 metres in height when measured from LAT;
- (b) 90 metres in length; and
- (c) 90 metres in width.

(3) The dimensions of any large offshore transformer substations (including auxiliary structures, such as a helipad, crane, lightning protection, but excluding masts, radar and antennae) forming part of the authorised scheme must not exceed—

- (a) 100 metres in height when measured from LAT;
- (b) 180 metres in length; and
- (c) 90 metres in width.

(4) The dimensions of any offshore HVAC booster station (including auxiliary structures, such as a helipad, crane, lightning protection, but excluding masts, radar and antennae) forming part of the authorised scheme must not exceed—

- (a) 100 metres in height when measured from LAT;
- (b) 90 metres in length; and
- (c) 90 metres in width.

(5) The dimensions of any small offshore HVDC converter substations (including auxiliary structures, such as a helipad, crane, lightning protection, but excluding masts, radar and antennae) forming part of the authorised scheme must not exceed—

- (a) 90 metres in height when measured from LAT;
- (b) 100 metres in length; and
- (c) 100 metres in width.

(6) The dimensions of any large offshore HVDC converter substations (including auxiliary structures, such as a helipad, crane, lightning protection, but excluding masts, radar and antennae) forming part of the authorised scheme must not exceed—

- (a) 100 metres in height when measured from LAT;
- (b) 180 metres in length; and
- (c) 90 metres in width.

(7) Offshore electrical installation foundation structures forming part of the authorised scheme must be one of the following foundation options—

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- (a) for small offshore transformer substations and offshore HVAC booster stations either monopile foundations, mono suction bucket foundations, gravity base structures, jacket foundations or box-type gravity base structures; and
  - (b) for large offshore transformer substations and offshore HVDC converter stations either monopile foundations, mono suction bucket foundations, jacket foundations, box-type gravity base structures, gravity base structures, pontoon gravity base type 1 structures, or pontoon gravity base type 2 structures.
- (8) No offshore electrical installation—
- (a) jacket foundation employing pin piles forming part of the authorised scheme may—
    - (i) have a pin pile diameter of greater than four metres; and
    - (ii) employ more than 16 pin piles per jacket foundation; and
  - (b) monopile foundation forming part of the authorised scheme may have a diameter greater than 15 metres.
- (9) The total seabed footprint area for offshore electrical installation foundations must not exceed—
- (a) 101,250 square metres excluding scour protection; and
  - (b) 371,250 square metres including scour protection.
- (10) The area of scour protection material for offshore electrical installation foundations must not exceed 270,000 square metres.
- (11) The total number of cable crossings when combined with the deemed marine licence granted under Schedule 11 of the Order must not exceed 86, unless otherwise agreed in writing between the undertaker and the MMO.
- (12) The total number of gravity base structures must not exceed ten for offshore electrical installations, or nine where the offshore accommodation platform authorised by the deemed marine licence granted under Schedule 11 of the Order utilises a gravity base structure.
- (13) The offshore electrical installations comprised in the authorised scheme must be constructed in accordance with the parameters set out in the pro-rata annex.
- (14) A bridge link forming part of the authorised scheme must be installed at a minimum height of 20 metres when measured from LAT.

**Commencement Information**

**I296** Sch. 12 Pt. 2 para. 1 in force at 3.8.2023, see [art. 1](#)

**2.** The total length of the cables and the volume of their cable protection (including cable crossings) must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection</i>
Work Nos. 2 and 3 and 5	744 kilometres	1,068,500 cubic metres

**Commencement Information**

**I297** Sch. 12 Pt. 2 para. 2 in force at 3.8.2023, see [art. 1](#)

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3.—(1) The total length of the cables in Work No. 2(d) and (e) and the volume of their cable protection when combined with the cable authorised under Work No. 1(c) of the deemed marine licence granted under Schedule 11 of the Order must not exceed the following—

<i>Length</i>	<i>Cable protection</i>
1,344 kilometres	1,449,000 cubic metres

(2) No more than 5% of the length of cables within Work No. 2(e) and Work No. 3(b) falling within the Smithic Bank, being the area bounded by the following coordinates, shall be subject to cable protection, unless otherwise agreed in writing with the MMO—

<i>Coordinate ID</i>	<i>Easting (ETRS89 UTM31N)</i>	<i>Northing (ETRS89 UTM31N)</i>	<i>Longitude (WGS84)</i>	<i>Latitude (WGS84)</i>
1	298274.67	5990918.71	-0.07990	54.02704
2	298127.19	5990333.27	-0.08175	54.02172
3	294845.62	5990773.47	-0.13207	54.02438
4	294845.60	5990773.48	-0.13207	54.02438
5	293307.25	5990979.83	-0.15565	54.02562
6	293307.23	5990979.84	-0.15565	54.02562
7	293234.22	5990989.63	-0.15677	54.02568
8	293248.01	5991617.59	-0.15699	54.03132
9	293357.03	5992381.64	-0.15585	54.03822
10	293485.99	5993033.45	-0.15432	54.04412
11	293595.22	5993351.56	-0.15288	54.04702
12	295812.89	5993972.30	-0.11947	54.05347
13	295814.17	5993972.66	-0.11945	54.05348
14	295815.45	5993973.03	-0.11943	54.05348
15	296409.98	5994139.44	-0.11048	54.05521
16	296416.88	5994141.37	-0.11037	54.05523
17	297196.58	5994359.61	-0.09863	54.05749
18	297201.62	5994361.02	-0.09855	54.05751
19	297686.58	5994496.76	-0.09124	54.05892
20	297703.95	5994501.62	-0.09098	54.05897
21	297879.77	5994550.84	-0.08833	54.05948
22	297897.33	5994556.10	-0.08807	54.05953
23	297914.68	5994562.01	-0.08781	54.05959
24	297931.81	5994568.54	-0.08755	54.05966
25	297948.69	5994575.70	-0.08730	54.05973

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Coordinate ID	Easting (ETRS89 UTM31N)	Northing (ETRS89 UTM31N)	Longitude (WGS84)	Latitude (WGS84)
26	298025.95	5994610.17	-0.08614	54.06007
27	298102.19	5994644.18	-0.08500	54.06040
28	298382.32	5994769.14	-0.08081	54.06163
29	298391.64	5993962.56	-0.08013	54.05440
30	298294.20	5992800.25	-0.08085	54.04393
31	298298.27	5991819.11	-0.08013	54.03513
32	298274.67	5990918.71	-0.07990	54.02704

(3) No cable protection may be employed within 350 metres seaward of MLWS tidal datum, measured as a straight line.

(4) The cables and cable circuits comprised in the authorised development must not exceed the parameters set out in the pro-rata annex.

**Commencement Information**

**I298** Sch. 12 Pt. 2 para. 3 in force at 3.8.2023, see [art. 1](#)

**Commencement Information**

**I296** Sch. 12 Pt. 2 para. 1 in force at 3.8.2023, see [art. 1](#)

**I297** Sch. 12 Pt. 2 para. 2 in force at 3.8.2023, see [art. 1](#)

**I298** Sch. 12 Pt. 2 para. 3 in force at 3.8.2023, see [art. 1](#)

**Maintenance of the authorised development**

4.—(1) The undertaker may at any time maintain the authorised development, except to the extent that this licence or an agreement made under this licence provides otherwise.

(2) Maintenance works include but are not limited to—

- (a) offshore electrical installation component replacement;
- (b) offshore electrical installation painting and applying other coatings;
- (c) bird waste and marine growth removal;
- (d) cable remedial burial;
- (e) cable repairs and replacement;
- (f) cable protection replenishment for a maximum of ten years post construction;
- (g) access ladder and boat landing replacement;
- (h) replacement of offshore electrical installation anodes; and
- (i) J-tube repair/replacement.

(3) In undertaking activities under condition 4(2)(f), the undertaker must not reduce water depth by more than 5% unless agreed with the MMO in writing.

(4) An operation and maintenance plan substantially in accordance with the outline offshore operations and maintenance plan shall be submitted to the MMO for approval in consultation with

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the relevant SNCB at least six months prior to the commencement of the operation of the licensed activities. All operation and maintenance activities shall be carried out in accordance with the approved plan.

#### Commencement Information

**I299** Sch. 12 Pt. 2 para. 4 in force at 3.8.2023, see [art. 1](#)

### Vessels under the undertaker's control

**5.—(1)** The undertaker must issue to operators of vessels under its control operating within the Order limits a code of conduct to prevent collision risk or injury to marine mammals.

**(2)** The undertaker must ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

#### Commencement Information

**I300** Sch. 12 Pt. 2 para. 5 in force at 3.8.2023, see [art. 1](#)

### Extension of time periods

**6.** Any time period given in this licence given to either the undertaker or the MMO may be extended with the agreement of the other party in writing such agreement not to be unreasonably withheld or delayed.

#### Commencement Information

**I301** Sch. 12 Pt. 2 para. 6 in force at 3.8.2023, see [art. 1](#)

### Notifications and inspections

**7.—(1)** The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

- (i) all agents and contractors notified to the MMO in accordance with condition [16](#); and
- (ii) the masters and offshore operations managers responsible for the vessels notified to the MMO in accordance with condition [16](#).

(b) within 28 days of receipt of a copy of this licence those persons referred to in subparagraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

**(2)** Only those persons and vessels notified to the MMO in accordance with condition [16](#) are permitted to carry out the licensed activities.

**(3)** Copies of this licence must also be available for inspection at the following locations—

- (a) the undertaker's registered address;
- (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

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- (c) on board each vessel and at the office of any offshore operations manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.
- (5) The undertaker must ensure that a copy of this licence and any subsequent revisions or amendments has been read and understood by the masters of any vessel being used to carry on any licensed activity set out in condition 16(3), and that a copy of this licence is held on board any such vessel.
- (6) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (7) The undertaker must inform the MMO Local Office in writing at least five days prior to the commencement of the licensed activities or any stage of them and within five days of the completion of the licensed activity.
- (8) The undertaker must inform the Kingfisher Information Service of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant stage—
- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Bulletin and offshore hazard awareness data; and
  - (b) as soon as reasonably practicable, and in any event no later than 24 hours after completion of construction of all offshore activities,
- confirmation of notification must be provided to the MMO in writing within five days.
- (9) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised scheme or any relevant stage advising of the start date of Work No. 1 and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UK Hydrographic Office within five days of issue.
- (10) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and the notices must be supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under deemed marine licence condition 13(1)(b) and monitoring plan approved under condition 13(1)(f). Copies of all local notifications must be provided to the MMO and UK Hydrographic Office within five days of issue, save for in the case of a notice relating to operations and maintenance, which must be provided within 24 hours of issue.
- (11) The undertaker must notify the UK Hydrographic Office both of the commencement (within fourteen days), progress and completion of construction (within fourteen days) of the licensed activities in order that all necessary amendments to nautical and aeronautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days of the notification.
- (12) In case of damage to, or destruction or decay of, the authorised scheme seaward of MHWS or any part thereof, excluding the exposure of cables, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, the MCA, Trinity House, the Kingfisher Information Service and the UK Hydrographic Office.
- (13) In case of exposure of cables on or above the seabed, the undertaker must within three days of identification of a potential cable exposure, notify mariners and inform the Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO, the MCA, Trinity House and the UK Hydrographic Office within five days.

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(14) The undertaker must notify the MMO in writing a minimum of five days in advance of the commencement of each discrete incident of cable repair, replacement, or protection replenishment activity. Such a notification must include proposed timings and a description of proposed methodologies.

(15) The undertaker must ensure that the MMO, the MMO Local Office, local mariners, local fishermen's organisations and the Source Data Receipt Team at the UK Hydrographic Office, Taunton, Somerset, TA1 2DN (sdr@ukho.gov.uk) are notified within five days of completion of each instance of cable repair, replacement or protection replenishment activity.

#### Commencement Information

**I302** Sch. 12 Pt. 2 para. 7 in force at 3.8.2023, see [art. 1](#)

#### Aids to navigation

**8.—(1)** The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised scheme seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning of the authorised scheme seaward of MHWS keep Trinity House and the MMO informed in writing of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition [13\(1\)\(i\)](#) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised scheme seaward of MHWS notify Trinity House and the MMO in writing of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition [7\(12\)](#) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

(6) Any jack up barges or vessels utilised during the licensed activities, when jacked up, must exhibit signals in accordance with the UK Standard Marking Schedule for Offshore Installations.

#### Commencement Information

**I303** Sch. 12 Pt. 2 para. 8 in force at 3.8.2023, see [art. 1](#)



## Colouring of structures

9. The undertaker must colour all structures yellow (colour code RAL 1023) from at least highest astronomical tide to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

### Commencement Information

**I304** Sch. 12 Pt. 2 para. 9 in force at 3.8.2023, see [art. 1](#)

## Aviation safety

10.—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by Air Navigation Order 2016<sup>(68)</sup> and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority. Lighting installed specifically to meet Ministry of Defence aviation safety requirements must remain operational for the life of the authorised development unless otherwise agreed in writing with the Ministry of Defence.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, at least 14 days prior to the commencement of the licensed activities, in writing of the following information—

- (a) the date of the commencement of licensed activities;
- (b) the date any offshore electrical installations are first used;
- (c) the maximum height of any construction equipment or vessels to be used;
- (d) the maximum heights of any offshore electrical installations to be constructed (including any antennae); and
- (e) the latitude and longitude of each offshore electrical installations to be constructed,

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph of this condition and of the completion of the construction of the authorised scheme. Copies of notifications must be provided to the MMO within five days of the notification being made.

### Commencement Information

**I305** Sch. 12 para. 10 in force at 3.8.2023, see [art. 1](#)

## Chemicals, drilling and debris

11.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002<sup>(69)</sup> as maintained by the Centre for Environment, Fisheries and Aquaculture Science.

(2) The undertaker must ensure that any coatings or treatments are suitable for use in the marine environment and are used in accordance with relevant guidelines approved by Health and Safety Executive and the Environment Agency.

<sup>(68)</sup> S.I. 2016/765.

<sup>(69)</sup> S.I. 2002/1355.

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(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order, by submission of a disposal return by 31 January each year for the months August to January inclusive, and by 31 July each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the MMO's Local Office in writing within 48 hours of becoming aware of it and if the MMO in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it at its own expense.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the marine environment through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported in writing to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 13(1)(d)(i).

(10) All dropped objects within the Order limits must be reported to the MMO using the dropped object procedure form as soon as reasonably practicable following the undertaker becoming aware of an incident. On receipt of the dropped object procedure form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

**Commencement Information**

I306 Sch. 12 para. 11 in force at 3.8.2023, see [art. 1](#)

**Force majeure**

12.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the MMO in the manner provided in condition 11(10).

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

**Commencement Information**

I307 Sch. 12 para. 12 in force at 3.8.2023, see [art. 1](#)

## Pre-construction plans and documentation

**13.—(1)** The licensed activities for each stage of construction of the authorised scheme must not commence until the following (insofar as relevant to that activity or stage of activity) have been submitted to and approved in writing by the MMO in consultation with, where relevant, Trinity House, the MCA, the UK Hydrographic Office and relevant SNCB—

- (a) A design plan or plans prepared in accordance with the layout principles at a scale of between 1:25,000 and 1:50,000, or in such other format as may be appropriate, including detailed representation on the most suitably scaled chart, which shows, for the relevant stage—
  - (i) the proposed location, including grid co-ordinates of the centre point of the proposed location for each offshore electrical installation within the relevant stage, subject to any micro-siting required due to anthropological constraints, environmental constraints or difficult ground conditions discovered post approval under this condition and choice of foundation of all offshore electrical installations within the relevant stage;
  - (ii) the height, length and width of all offshore electrical installations (including any antennae) within the relevant stage;
  - (iii) the length and arrangement of all cables comprised in Work Nos. 2, 3, and 5 within the relevant stage;
  - (iv) the dimensions of all monopile foundations, mono suction bucket foundations, jacket foundations, gravity base structures, pontoon gravity base type 1 structures and pontoon gravity base type 2 structures;
  - (v) the proposed layout of all offshore electrical installations including any exclusion zones identified under sub-paragraph 13(2)(d); and
  - (vi) any exclusion zones or micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph 13(2)(d) or relating to any habitats of principal importance identified as part of surveys undertaken in accordance with condition 17, to ensure conformity with the description of Work Nos. 2, 3, 4 and 5 and compliance with conditions 1, 2 and 3 above;
- (b) a construction programme to include details for the relevant stage of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works; and
  - (iii) an indicative written construction programme for all offshore electrical installations and electrical circuits comprised in the works at paragraph 2 of Part 1 (licensed marine activities) of this Schedule (insofar as not shown in sub-paragraph (ii) above), unless otherwise agreed in writing with the MMO;
- (c) a construction method statement in accordance with the construction methods assessed in the environmental statement and including details for the relevant stage of—
  - (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works and having regard to any mitigation scheme pursuant to sub-paragraph 13(1)(f);
  - (ii) advisory safe passing distances for vessels around construction sites;
  - (iii) cable (including fibre optic cable) installation;
  - (iv) contractors;

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- (v) vessels and vessels transit corridors;
  - (vi) codes of conduct for vessel operators;
  - (vii) associated ancillary works;
  - (viii) guard vessels to be employed;
  - (ix) details of means to address impacts on European sites, habitats of principal importance and any international or nationally designated sites, where relevant; and
  - (x) measures to ensure appropriate co-ordination with the Marine Helicopter Coordination Centre;
- (d) a construction project environmental management and monitoring plan covering the period of construction of the relevant stage to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with and report any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk review to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) a marine biosecurity plan detailing how the risk of introduction and spread of invasive non-native species will be minimised;
  - (iv) waste management and disposal arrangements;
  - (v) a vessel management plan, to determine vessel routing to and from construction sites and ports, to include a code of conduct for vessel operators; and
  - (vi) the appointment and responsibilities of a company fisheries liaison officer;
- (e) a scour protection management plan for the relevant stage providing details of the need, type, sources, quantity and installation methods for scour protection, which plan must be updated and resubmitted in writing for approval if changes to it are proposed following cable laying operations;
- (f) details for the relevant stage of proposed pre-construction surveys, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 17, 18 and 19;
- (g) in the event that driven or part-driven pile foundations are proposed to be used for the relevant stage, a piling marine mammal mitigation protocol for that stage, in accordance with the outline marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, including details of soft start procedures with specified duration periods following current best practice as advised by the relevant statutory nature conservation bodies;
- (h) a cable specification and installation plan for the relevant stage which accords with the principles of the outline cable specification and installation plan, to include—
- (i) technical specification of offshore cables (including fibre optic cable) below MHWS within that stage, including a desk-based assessment of attenuation of electromagnetic field strengths, shielding and cable burial depth in accordance with good industry practice;
  - (ii) a detailed cable laying plan for the Order limits within that stage, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to

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be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection;

- (iii) proposals for the volume and areas of cable protection to be used for each cable crossing, and proposals for timing and methodology for reporting on actual volumes and areas post construction within that stage; and
- (iv) proposals for monitoring offshore cables within that stage including cable protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables; and
- (i) an aids to navigation management plan for that stage to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 8 relating to that stage for the lifetime of the authorised scheme.

(2) Subject to condition 13(3) the licensed activities or any relevant stage of those activities must not commence unless no later than six months prior to the commencement of a relevant stage a marine written scheme of archaeological investigation for the stage of construction has been submitted to and approved by the MMO in writing, in accordance with the outline marine written scheme of investigation, and in accordance with industry good practice, in consultation with the statutory historic body to include—

- (a) details of responsibilities of the undertaker, archaeological consultant and contractor;
- (b) a method statement for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
- (c) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within six months of any survey being completed;
- (d) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones prior to construction;
- (e) monitoring of archaeological exclusion zones during and post construction;
- (f) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (‘online access to the index of archaeological investigations’) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO (and East Riding of Yorkshire Council where the report relates to the intertidal area) that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
- (g) a reporting and recording protocol, designed in reference to the Offshore Renewables Protocol for Reporting Archaeological Discoveries as set out by the Crown Estate and reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
- (h) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.

(3) Pre-construction archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a written scheme of investigation specific to the relevant pre-construction activities (which must accord with the details set out in the outline marine written scheme of investigation) which has been submitted to and approved by the MMO in consultation with the statutory historic body.

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(4) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive monopile foundations must not exceed 5,000kJ and the hammer energy used to drive or part-drive pin pile foundations must not exceed 3,000kJ.

(5) No more than two vessels may be engaged at any time in activities related to piling for the licenced activities. There will only be maximum installation of two piled foundations within a 24-hour period. It is possible for installation of the two piled foundations to occur concurrently i.e. within a 24-hour period at up to two locations within the area of Work No. 3(a) or up to two locations within the array. The two piled foundation locations may also be piled simultaneously.

(6) The licensed activities or any part of those activities must not commence until a fisheries coexistence and liaison plan in accordance with the outline fisheries coexistence and liaison plan has been submitted to and approved by the MMO in writing.

(7) The undertaker must, before submitting any pre-construction plans and documentation required under this condition, provide a copy of the plans and documentation to any other undertaker to whom part of the benefit of this Order has been transferred or leased pursuant to article 5 (benefit of the Order) of the Order.

(8) The undertaker to whom part of the benefit of the Order has been transferred or leased pursuant to article 5 (benefit of the Order) must provide any comments on the plans and documentation to the undertaker within 14 days of receipt.

(9) The undertaker and any other undertaker must participate in liaison meetings as requested from time to time by the MMO in writing in advance and must consider such matters as are determined by the MMO relating to the efficient operation of a deemed marine licence issued under this Order (including as varied or transferred).

#### Commencement Information

**I308** Sch. 12 para. 13 in force at 3.8.2023, see [art. 1](#)

**14.—**(1) Except where otherwise stated or agreed in writing with the MMO, each programme, statement, plan, protocol or scheme required to be approved under condition 13 (save for that required under condition 13(1)(f)) must be submitted for approval at least six months prior to the intended commencement of the relevant stage of the licensed activities.

(2) The pre-construction monitoring surveys, construction monitoring, post-construction monitoring and related reporting required under condition 13(1)(f) must be submitted in accordance with the following, unless otherwise agreed in writing with the MMO—

- (a) at least six months prior to the first survey of the relevant stage, detail of any pre-construction surveys and an outline of all proposed monitoring;
- (b) at least six months prior to construction of the relevant stage, detail on construction monitoring; and
- (c) at least six months prior to commissioning of the relevant stage, detail of post-construction (and operational) monitoring.

(3) The MMO must determine an application for consent made under condition 13 within a period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker such agreement not to be unreasonably withheld or delayed.

(4) The licensed activities for the relevant stage must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 13, unless otherwise agreed in writing by the MMO.



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(5) The plans, protocols, statements, schemes and details submitted under condition 13 must ensure that any residual effects fall within the scope of those predicted in the environmental statement.

**Commencement Information**

**I309** Sch. 12 para. 14 in force at 3.8.2023, see [art. 1](#)

**Commencement Information**

**I308** Sch. 12 para. 13 in force at 3.8.2023, see [art. 1](#)

**I309** Sch. 12 para. 14 in force at 3.8.2023, see [art. 1](#)

### Offshore safety management

**15.** No stage of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the authorised scheme adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

**Commencement Information**

**I310** Sch. 12 para. 15 in force at 3.8.2023, see [art. 1](#)

### Reporting of engaged agents, contractors and vessels

**16.—**(1) The undertaker must provide the following information to the MMO—

- (a) the name, company number, address and function of any agent, contractor or subcontractor appointed to engage in the licensed activities not less than ten working days prior to such agent or contractor commencing any licensed activity; and
- (b) each week during the construction of the authorised scheme a list of the vessels currently and to be used in relation to the licensed activities, including the master’s name, vessel IMO number and vessel owner or operating company.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

(3) The undertaker must notify the MMO in writing not less than 24 hours prior to the commencement of major component exchanges, ladder replacements or cable related works—

- (a) any agents, contractors or subcontractors that will carry out such works; and
- (b) any vessel proposed to be used for such works, including the master’s name, vessel type, vessel IMO number and vessel owner or operating company.

**Commencement Information**

**I311** Sch. 12 para. 16 in force at 3.8.2023, see [art. 1](#)

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Hornsea Four Offshore Wind Farm Order 2023. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

## Pre-construction monitoring and surveys

17.—(1) The undertaker must, in discharging condition 13(1)(f), for each stage of construction submit a monitoring plan or plans for that stage in accordance with an outline marine monitoring plan for written approval by the MMO in consultation with the relevant statutory bodies, which will contain details of proposed surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report, and—

- (a) the survey proposals must be in accordance with the principles set out in the outline marine monitoring plan and must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the preconstruction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) Subject to receipt from the undertaker of specific proposals pursuant to this condition the pre-construction surveys must comprise, in outline—

- (a) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a of the Order limits and an appropriate buffer outside to—
  - (i) determine the location, extent and composition of any biogenic or geogenic reef features, as set out within the outline marine monitoring plan;
  - (ii) inform future navigation risk assessments as part of the cable specification and installation plan; and
  - (iii) inform the identification of any archaeological exclusion zone and post consent monitoring of any such archaeological exclusion zone.
- (b) a bathymetric survey that meets the requirements of IHO S44ed5 Order 1a of the area within the following coordinates—

Development area node point	WGS84 UTM Zone 31N (metres)		WGS84 (DMS)		WGS84 (decimal degrees)	
	Easting	Northing	Latitude	Longitude	Latitude	Longitude
1	401818	5992480	54° 4' 16.157" N	1° 29' 58.386" E	54.07115	1.49955
2	411109	5984944	54° 0' 18.479" N	1° 38' 37.320" E	54.00513	1.64370
3	397695	5985627	54° 0' 31.626" N	1° 26' 19.993" E	54.00878	1.43889
4	397800	5978992	53° 56' 57.085" N	1° 26' 33.766" E	53.94919	1.44271
5	387657	5983579	53° 59' 17.868" N	1° 17' 11.556" E	53.98830	1.28654
6	401818	5992480	54° 4' 16.157" N	1° 29' 58.386" E	54.07115	1.49955

(3) The pre-construction survey(s) carried out pursuant to condition 17(2)(a)(ii) and 17(2)(b) must fulfil the requirements of MGN654 and its supporting ‘Hydrographic Guidelines for Offshore Renewable Energy Developer’ (as relevant).



(4) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(5) Following completion of a survey carried out pursuant to this condition and prior to construction of the relevant stage, the undertaker must provide a report and full density data of the survey outcomes to the MMO, the relevant statutory nature conservation body, the MCA and UK Hydrographic Office (as relevant).

**Commencement Information**

**I312** Sch. 12 para. 17 in force at 3.8.2023, see [art. 1](#)

**Construction monitoring**

**18.—**(1) The undertaker must in discharging condition **13(1)(f)** for each stage of construction submit a construction monitoring plan or plans for that stage in accordance with an outline marine monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body, which must include details of any proposed construction monitoring, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must be in accordance with the principles set out in the outline marine monitoring plan and must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) Subject to receipt from the undertaker of specific proposals pursuant to this condition the construction monitoring plan must include in outline details of—

- (a) vessel traffic monitoring by automatic identification system for the duration of the construction period, with provision for a report to be submitted to the MMO, Trinity House, and the MCA annually during the construction period for the authorised development; and
- (b) where piled foundations are to be employed, unless otherwise agreed by the MMO in writing, details of proposed monitoring of the noise generated by the installation of the first four piled foundations of each piled foundation type to be constructed collectively under this licence and the licence granted under Schedule 11 of the Order.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph 18(2)(b) must be provided in writing to the MMO within six weeks of the installation (unless otherwise agreed) of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the statutory nature conservation body, the assessment shows impacts significantly in excess to those assessed in the environmental statement and there has been a failure of the mitigations set out in the marine mammal mitigation protocol, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) The undertaker must carry out the surveys specified within the construction monitoring plan or plans in accordance with that plan or plans, including any further noise monitoring required in writing by the MMO under condition **18(3)** unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

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#### Commencement Information

**I313** Sch. 12 para. 18 in force at 3.8.2023, see [art. 1](#)

#### Post-construction monitoring

**19.**—(1) The undertaker must, in discharging condition [13\(1\)\(f\)](#), for each stage of construction submit a post-construction monitoring plan or plans for that stage in accordance with an outline marine monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body including details of proposed post-construction surveys, including methodologies (including appropriate buffers, where relevant) and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must be in accordance with the principles set out in the outline marine monitoring plan and must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) Subject to receipt of specific proposals the post-construction survey plan or plans must include, in outline—

- (a) details of a survey to determine any change in the location, extent and composition of any biogenic or geogenic reef feature identified in the pre-construction survey in the parts of the offshore Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) a bathymetric survey to monitor the effectiveness of archaeological exclusion zones. The data will be analysed by an accredited archaeologist as defined in the marine written scheme of archaeological investigation required under condition [13\(2\)](#);
- (c) vessel traffic monitoring by automatic identification system for a duration of three consecutive years following the completion of construction of the authorised scheme, unless otherwise agreed in writing by the MMO, with provision for a report to be submitted annually to the MMO, Trinity House, and the MCA; and
- (d) a bathymetry survey of the installed export cable that meets the requirements of IHO S44ed5 Order 1a and MGN654 Annex 4 ‘Hydrography Guidelines for Offshore Renewable Energy Developers’.

(3) The undertaker must carry out the surveys specified within the post-construction monitoring plan or plans in accordance with that plan or plans, and provide the agreed reports in the agreed format unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(4) Within 12 weeks of completion of any cable repair or replacement works, the undertaker must undertake a post installation survey along the section of cable that has undergone repair or replacement to demonstrate the successful burial of the cable, and submit a report to the MMO on its findings.

#### Commencement Information

**I314** Sch. 12 para. 19 in force at 3.8.2023, see [art. 1](#)

#### Timing of monitoring report

**20.** Any monitoring report compiled in accordance with the monitoring plans provided under conditions [17](#), [18](#) and [19](#) must be provided to the MMO no later than four months following receipt

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by the undertaker of the results of the monitoring to which it relates, unless otherwise agreed with the MMO in writing.

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**Commencement Information**

**I315** Sch. 12 para. 20 in force at 3.8.2023, see [art. 1](#)

**Reporting of impact pile driving**

**21.**—(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the Marine Noise Registry—

- (a) prior to the commencement of the licensed activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s Forward Look requirements;
- (b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements; and
- (c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements.

(2) The undertaker must notify the MMO in writing of the successful submission of Forward Look or Close Out data pursuant to sub-paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition “Forward Look” and “Close Out” means the requirements as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) as amended, updated or superseded from time to time.

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**Commencement Information**

**I316** Sch. 12 para. 21 in force at 3.8.2023, see [art. 1](#)

**HVAC booster station lighting plan**

**22.** The undertaker must ensure that all HVAC booster stations are lit in accordance with the HVAC booster station lighting plan.

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**Commencement Information**

**I317** Sch. 12 para. 22 in force at 3.8.2023, see [art. 1](#)

**Piling restriction**

**23.** In the event that driven or part driven pile foundations are to be used to install Work No. 3, no impact piling may be undertaken between 21 August and 23 October each year within the area of Work No. 3 as shown on the offshore works plans unless otherwise agreed in writing by the MMO after consultation with the relevant statutory nature conservation body.

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#### Commencement Information

**I318** Sch. 12 para. 23 in force at 3.8.2023, see [art. 1](#)

#### Maintenance reporting

**24.**—(1) An annual maintenance report must be submitted to the MMO in writing within one month following the first anniversary of the date of commencement of operations, and every year thereafter until permanent cessation of operation.

(2) The report must provide a record of the licensed activities as set out in condition 4 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within one month of that date, a consolidated maintenance report, which will—

- (a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition [24\(1\)](#) of this licence;
- (b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

#### Commencement Information

**I319** Sch. 12 para. 24 in force at 3.8.2023, see [art. 1](#)

#### Stages of construction

**25.**—(1) The licenced activities must not be commenced until a written scheme setting out the stages of construction of the authorised development seaward of MHWS has been submitted to and approved by the MMO in writing.

(2) The stages of construction referred to in sub-paragraph (1) will not permit the authorised development to be constructed in more than one overall phase.

(3) The scheme must be implemented as approved.

(4) The written scheme referred to in sub-paragraph (1) must be submitted to the MMO in writing four months prior to the planned commencement of the licenced activities.

#### Commencement Information

**I320** Sch. 12 para. 25 in force at 3.8.2023, see [art. 1](#)

#### Completion of construction

**26.** The undertaker must submit a close out report to the MCA and the UK Hydrographic Office within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following—

- (a) a plan of the layout of installed export and inter-array cables, offshore substations and booster stations; and
- (b) latitude and longitude coordinates of the location of export and inter-array cables, offshore substations and booster stations, provided as Geographical Information System data referenced to WGS84 datum.

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**Commencement Information**

**I321** Sch. 12 para. 26 in force at 3.8.2023, see [art. 1](#)

**Deployment of cable protection**

**27.** Any cable protection authorised under this licence must be deployed within 15 years from the date of the grant of the order unless otherwise agreed by the MMO in writing.

**Commencement Information**

**I322** Sch. 12 para. 27 in force at 3.8.2023, see [art. 1](#)

**Southern North Sea Special Area of Conservation Site Integrity Plan**

**28.**—(1) No piling activities can take place until a Site Integrity Plan (“SIP”), which accords with the principles set out in the outline Southern North Sea Special Area of Conservation Site Integrity Plan, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (the “SNS SAC”) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted to the MMO no later than six months prior to the commencement of the piling activities.

(4) In approving the SIP, the MMO must be satisfied that the authorised scheme at the pre-construction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the Project, in-combination with other plans or projects at the preconstruction stage, is in line with the JNCC guidance.

**Commencement Information**

**I323** Sch. 12 para. 28 in force at 3.8.2023, see [art. 1](#)

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

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

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## “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—

“acceptable insurance” means a third party liability insurance effected and maintained by the undertaker to a level of not less than £50,000,000 (fifty million pounds) (or such lower amount as may be agreed by Hornsea Four) per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained for the construction period of the authorised development which constitute specified works and arranged with an internationally recognised insurer of repute operating in the London and worldwide insurance market underwriters whose security/credit rating meets the same requirements as an “acceptable credit provider”, such policy shall include (but without limitation)—

- (a) Hornsea Four as a Co-Insured;
- (b) a cross liabilities clause; and
- (c) contractors’ pollution liability for third party property damage and third party bodily damage arising from a pollution/contamination event with cover of £10,000,000.00 (ten million pounds) per event or £20,000,000.00 (twenty million pounds) in aggregate;

“ground mitigation scheme” means a scheme approved by Hornsea Four (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the Hornsea Four authorised development which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for Hornsea Four’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme; and

“the Hornsea Four authorised development” means the onshore development authorised by the Hornsea Four Order;

“the Hornsea Four Order” means the Hornsea Four Offshore Wind Farm Order 2023;

“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;

“the respective authorised developments” means the developments authorised by the Order and the Hornsea Four Order respectively; and

“specified works” means the carrying out of any of the authorised development over, under or within 15 metres of the Hornsea Four authorised development or in the event that the Hornsea Four authorised development has not been constructed within the Hornsea Four Order land.

### **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); and
- (i) article 36 (trees subject to tree preservation orders).

(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.

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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 8 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 3(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.

### Protection of Hornsea Four

11.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to Hornsea Four a plan and, if reasonably required by Hornsea Four, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Hornsea Four under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;
- (d) the position of all Hornsea Four authorised development;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any of the Hornsea Four authorised development; and
- (f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until Hornsea Four has given written approval of the plan so submitted.

(4) Any approval of Hornsea Four required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7); and,
- (b) must not be unreasonably withheld.

(5) In relation to a work to which sub-paragraphs (1) and/or (2) apply, Hornsea Four may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing the Hornsea Four authorised development against interference or risk of damage or for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any of the Hornsea Four authorised development.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraphs (1) and (2) or as relevant sub-paragraph (5), as amended from time to time by agreement between the undertaker and Hornsea Four and



in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) and/or (7) by Hornsea Four for the alteration or otherwise for the protection of the Hornsea Four authorised development, or for securing access to it, and Hornsea Four will be entitled to watch and inspect the execution of those works.

(7) Where Hornsea Four requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Hornsea Four's satisfaction prior to the commencement of any specified works for which protective works are required and Hornsea Four must give notice of its requirement for such protective works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(9) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Hornsea Four notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (10) at all times.

(10) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that Hornsea Four retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 12.

## Expenses

**12.** Save where otherwise agreed in writing between Hornsea Four and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to Hornsea Four within 30 days of receipt of an itemised invoice or claim from Hornsea all charges, costs and expenses reasonably incurred by Dogger Bank in, or in connection with this Part of this Schedule including without limitation—

- (a) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (b) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

## Indemnity

**13.—(1)** Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the onshore elements of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out the onshore elements of the authorised development (including without limitation works

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carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works), any damage is caused to any apparatus or property of Hornsea Four, or there is any interruption in any service provided, or in the supply of any goods, by Hornsea Four, or Hornsea Four becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from Hornsea Four the cost reasonably and properly incurred by Hornsea Four in making good such damage or restoring the supply; and
- (b) indemnify Hornsea Four for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Hornsea Four, by reason or in consequence of any such damage or interruption or Hornsea Four becoming liable to any third party as aforesaid other than arising from any default by Hornsea Four.

(2) The fact that any act or thing may have been done by Hornsea Four on behalf of the undertaker or in accordance with a plan approved by Hornsea Four or in accordance with any requirement of Hornsea Four as a consequence of the onshore elements of the authorised development or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (2) where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan or as otherwise agreed between the undertaker and Hornsea Four.

(3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of Hornsea Four, its officers, servants, contractors or agents.

(4) Hornsea Four must give the undertaker reasonable notice of any such claim or demand and no settlement, admission of liability or compromise or demand must be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(5) Hornsea Four must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands and penalties to which the indemnity under sub-paragraph (1) applies. If requested to do so by the undertaker, Hornsea Four must provide an explanation of how the claim has been minimised. The undertaker is only liable under sub-paragraph (1) for claim reasonably incurred by Hornsea Four.

(6) The undertaker must not commence construction (and must not permit the commencement of such construction) of any specified works until Hornsea Four is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker or its contractor has procured acceptable insurance (and provided evidence to Hornsea Four that it shall maintain such acceptable insurance for the construction period of the specified works from the proposed date of commencement of construction of the specified works) and Hornsea Four has confirmed the same in writing to the undertaker.

(7) In the event that the undertaker fails to comply with paragraph 13(6) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent Hornsea Four from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

### **Arbitration**

**14.—**(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 in accordance with the Rules at Schedule 14 of the Hornsea Four Order, 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 44 (arbitration) will not apply to any difference or dispute under any provision of this Part of this Schedule.

### Access

**15.** If in consequence of any specified works approved in accordance with this Part or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Hornsea Four to maintain or use the apparatus no less effectively than was possible before such obstruction.”.

#### Commencement Information

**I324** Sch. 13 para. 1 in force at 3.8.2023, see [art. 1](#)

## SCHEDULE 14

Article 39

### ARBITRATION RULES

#### Primary objective

**1.—**(1) The primary objective of these Arbitration Rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within 4 months from the date the arbitrator is appointed pursuant to article 39 of the Order.

(2) The parties shall first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the parties. Any dispute which is not resolved amicably by the senior management of the parties within twenty (20) working days of the dispute arising, or such longer period as agreed in writing by the parties, shall be subject to arbitration in accordance with the terms of this Schedule.

(3) The Arbitration will be deemed to have commenced when a party (“the Claimant”) serves a written notice of arbitration on the other party (“the Respondent”).

#### Commencement Information

**I325** Sch. 14 para. 1 in force at 3.8.2023, see [art. 1](#)

#### Time periods

**2.—**(1) All time periods in these Arbitration Rules are measured in working days and this will exclude weekends, bank holidays and public holidays.

(2) Time periods are calculated from the day after the arbitrator is appointed which is either—

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- (a) the date the arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or
- (b) the date the arbitrator is appointed by the Secretary of State.

**Commencement Information**

**I326** Sch. 14 para. 2 in force at 3.8.2023, see [art. 1](#)

**Timetable**

**3.—(1)** The timetable for the arbitration is set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 15 days of the arbitrator being appointed, the Claimant must provide both the Respondent and the arbitrator with—

- (a) a written Statement of Claim which describes the nature of the difference between the parties, the legal and factual issues, the Claimant’s contentions as to those issues, and the remedy it is seeking; and
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 15 days of receipt of the Claimant’s statements under sub-paragraph (2) by the arbitrator and Respondent, the Respondent must provide the Claimant and the arbitrator with—

- (a) a written Statement of Defence responding to the Claimant’s Statement of Claim, its statement in respect of the nature of the difference, the legal and factual issues in the Claimant’s claim, its acceptance of any element(s) of the Claimant’s claim, its contentions as to those elements of the Claimant’s claim it does not accept;
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and
- (c) any objections it wishes to make to the Claimant’s statements, comments on the Claimant’s expert report(s) (if submitted by the Claimant) and explanations for the objections.

(4) Within 5 days of the Respondent serving its statements sub-paragraph (3), the Claimant may make a Statement of Reply by providing both the Respondent and the arbitrator with—

- (a) a written statement responding to the Respondent’s submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;
- (b) all statements of evidence and copies of documents in response to the Respondent’s submissions;
- (c) any expert report in response to the Respondent’s submissions;
- (d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent; and
- (e) its written submissions in response to the legal and factual issues involved.

**Commencement Information**

**I327** Sch. 14 para. 3 in force at 3.8.2023, see [art. 1](#)

## Procedure

4.—(1) The arbitrator must make an award on the substantive difference(s) based solely on the written material submitted by the parties unless the arbitrator decides that a hearing is necessary to explain or resolve any matters.

(2) Either party may, within 2 days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(3) Within 5 days of receiving the last submission, the arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(4) Within 10 days of the arbitrator advising the parties that they will hold a hearing, the date and venue for the hearing will be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which they consider is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the arbitrator's direction confirming the date and venue of the hearing.

(5) A decision must be made by the arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the arbitrator, then any expert(s) attending the hearing may be asked questions by the arbitrator.

(6) There is no process of examination and cross-examination of experts, but the arbitrator must invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the arbitrator's questions. Prior to the hearing the procedure for the expert(s) is—

- (a) at least 20 days before a hearing, the arbitrator must provide a list of issues to be addressed by the expert(s);
- (b) if more than one expert is called, they are to jointly confer and produce a joint report or reports within 10 days of the issues being provided; and
- (c) the form and content of a joint report must be as directed by the arbitrator and must be provided at least 5 days before the hearing.

(7) Within 10 days of a hearing or a decision by the arbitrator that no hearing is to be held the Parties may by way of exchange provide the arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The arbitrator must take these submissions into account in the award.

(8) The arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within 4 months of the date on which they are appointed, unless both parties otherwise agree to an extension to the date for the award.

(9) If a party fails to comply with the timetable, procedure or any other direction then the arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(10) The arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given will be proportionate to the issues in dispute and the time available to the arbitrator to deliver the award.

### Commencement Information

**I328** Sch. 14 para. 4 in force at 3.8.2023, see [art. 1](#)

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Hornsea Four Offshore Wind Farm Order 2023. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

## Arbitrator's powers

5.—(1) The arbitrator has all the powers of the Arbitration Act 1996(70), including the non-mandatory sections, save where modified by these Arbitration Rules.

(2) There will be no discovery or disclosure, except that the arbitrator has the power to order the parties to produce such documents as are reasonably requested by another party no later than the Statement of Reply, or by the arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders are to be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the arbitrator. In the absence of agreement, the arbitrator may vary the timescales and/or procedure—

- (a) if the arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;
- (b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the arbitrator will notify the parties that the award is completed, signed and dated, and that it is to be issued to the parties on receipt of cleared funds for the arbitrator's fees and expenses.

### Commencement Information

I329 Sch. 14 para. 5 in force at 3.8.2023, see [art. 1](#)

## Costs

6.—(1) The costs of the Arbitration must include the fees and expenses of the arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the Arbitration.

(2) Subject to sub-paragraph (3), the arbitrator must award recoverable costs on the general principle that each party should bear its own costs.

(3) The arbitrator may depart from the general principle in sub-paragraph (2) and make such other costs award as it considers reasonable where a party has behaved unreasonably as set out in the Planning Practice Guidance or such other guidance as may replace it.

### Commencement Information

I330 Sch. 14 para. 6 in force at 3.8.2023, see [art. 1](#)

## Confidentiality

7.—(1) Subject to sub-paragraphs (2) and (3), any arbitration hearing and documentation shall be open to and accessible by the public.

(2) The arbitrator may direct that the whole or part of a hearing is to be private or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(3) Nothing in this paragraph shall prevent any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

(70) 1996 c. 23.

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**Commencement Information**

**I331** Sch. 14 para. 7 in force at 3.8.2023, see [art. 1](#)

SCHEDULE 15

Article 38

DOCUMENTS TO BE CERTIFIED

PART 1

DOCUMENTS FORMING THE ENVIRONMENTAL  
STATEMENT TO BE CERTIFIED

**Commencement Information**

**I332** Sch. 15 Pt. 1 in force at 3.8.2023, see [art. 1](#)

<i>(1)</i> <i>Application Document No.</i>	<i>(2)</i> <i>Examination Library Reference</i>	<i>(3)</i> <i>Document Description</i>	<i>(4)</i> <i>Version</i>	<i>(5)</i> <i>Date</i>
A1, A2 and A3	APP-006 APP-034	to The environmental statement	1	8 October 2021
A4	APP-035 APP-066	to Figures	1	8 October 2021
A5 and A6	APP-067 APP-128	to Technical Appendices	1	8 October 2021

PART 2

EXAMINATION DOCUMENTS FORMING PART OF THE  
ENVIRONMENTAL STATEMENT TO BE CERTIFIED

**Commencement Information**

**I333** Sch. 15 Pt. 2 in force at 3.8.2023, see [art. 1](#)

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Hornsea Four Offshore Wind Farm Order 2023. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>
<i>Application Document No. (and relevant ES Chapters)</i>	<i>Examination Library Reference (and relevant ES Chapter reference)</i>	<i>Document Description</i>	<i>Version</i>	<i>Date</i>
A2.2	REP7-004	Benthic and Intertidal Ecology	2	10 August 2022
A5.2.1.1	REP7-013	Benthic Intertidal Ecology Technical Report	2	10 August 2022
A2.6	REP5-004	Commercial Fisheries	2	20 June 2022
A4.4.4	REP6-004	Dredging and disposal site	2	27 July 2022
A3.3.1	AS-008	Ecology and Nature Conservation Schedule of Change	1	17 January 2022
A1.5.1	AS-007	Environmental Impact Assessment Methodology Schedule of Change	1	17 January 2022
G1.2	AS-020	Environmental Risk Assessment of the Onshore Substation and Energy Balancing Infrastructure	1	17 January 2022
A6.4.1	REP5-010	Landscape and visual resources wireframes and photomontages	2	20 June 2022
A5.7.1	REP4-009	Navigational risk assessment part 1	2	10 May 2022
A5.7.1	REP4-011	Navigational risk assessment part 2	2	10 May 2022
A5.7.1	REP4-013	Navigational risk assessment part 3	2	10 May 2022
A5.11.1	REP3-005	Offshore installation interfaces part 1	2	21 April 2022
A5.11.1	REP2-059	Offshore installation interfaces part 2	2	29 March 2022
A5.5.2	REP2-003	Offshore ornithology displacement analysis	2	29 March 2022
A5.5.5.1	AS-010	Offshore Ornithology Migratory Birds report Schedule of Change	1	17 January 2022
G5.25	REP6-028	Ornithology Environmental Impact Assessment (EIA)	3	27 July 2022



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(1) <i>Application Document No. (and relevant ES Chapters)</i>	(2) <i>Examination Library Reference (and relevant ES Chapter reference)</i>	(3) <i>Document Description</i>	(4) <i>Version</i>	(5) <i>Date</i>
		and Habitats Regulation Assessment (HRA) Revision 2		
A4.4.8	REP6-006	Pro-rata Annex Revision 4	4	27 July 2022
NTS1.1.1	AS-022	Response to post-Acceptance s51 advice: NTS1.1.1 Non Technical Summary of Schedule of Change	1	17 January 2022
G5.9	REP5a-009	Revised Ornithology Baseline Revision 2	2	4 July 2022
A2.7	REP5-006	Shipping and Navigation	2	20 June 2022
A1.4	REP7-002	Volume A4 Chapter 4: Project Description Revision 7	7	10 August 2022

### PART 3

#### OTHER DOCUMENTS TO BE CERTIFIED

##### Commencement Information

**I334** Sch. 15 Pt. 3 in force at 3.8.2023, see [art. 1](#)

(1) <i>Examination Library Reference</i>	(2) <i>Document Name</i>	(3) <i>Version</i>	(4) <i>Date</i>
APP-213	the access to works plan	1	8 October 2021
REP7-049	the book of reference	4	10 August 2022
REP5-084	the Bridge protected area plan	1	20 June 2022
REP6-008	the commitments register	3	27 July 2022
APP-221	the crown land plans – onshore and offshore	1	8 October 2021
REP7-027	the guillemot and razorbill compensation plan	3	10 August 2022
APP-252	the HVAC booster station lighting plan	1	8 October 2021

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<i>(1)</i> <i>Examination Library Reference</i>	<i>(2)</i> <i>Document Name</i>	<i>(3)</i> <i>Version</i>	<i>(4)</i> <i>Date</i>
Post-examination G14.2	Johnston protective provisions plan	1	16 May 2023
REP5-016	the kittiwake compensation plan	2	20 June 2022
APP-210	the land plans	1	8 October 2021
REP5-008	the layout principles	3	20 June 2022
APP-206	the location plans – Offshore	1	8 October 2021
APP-207	the location plans - Onshore	1	8 October 2021
REP7-106	the NEO protective provisions plan, Appendix B	1	
APP-208	the offshore Order limits and grid coordinates plan	1	8 October 2021
REP5-037	the offshore works plans	2	20 June 2022
APP-040	the onshore crossing schedule	1	8 October 2021
APP-209	the onshore Order limits plan	1	8 October 2021
REP5-038	the onshore works plans	2	20 June 2022
Post-examination	the outline cable specification and installation plan	5	17 April 2023
REP4-019	the outline code of construction practice	3	10 May 2022
REP4-019	the outline construction traffic management plan	3	10 May 2022
REP4-021	the outline design plan	2	10 May 2022
REP1-029	the outline ecological management plan	2	8 March 2022
APP-253	the outline employment and skills plan	1	8 October 2021
REP2-029	the outline energy balancing infrastructure HazID report	2	29 March 2022
APP-249	the outline enhancement strategy	1	8 October 2021
REP1-033	the outline fisheries coexistence and liaison plan	2	8 March 2022
REP3-010	the outline landscape management plan	4	21 April 2022
REP6-011	the outline marine mammal mitigation protocol	2	27 July 2022
REP7-058	the outline marine monitoring plan	7	10 August 2022

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<i>(1)</i> <i>Examination Library Reference</i>	<i>(2)</i> <i>Document Name</i>	<i>(3)</i> <i>Version</i>	<i>(4)</i> <i>Date</i>
REP5-042	the outline marine written scheme of investigation	2	20 June 2022
APP-251	the outline net gain strategy	1	8 October 2021
APP-241	the outline onshore infrastructure drainage strategy	1	8 October 2021
Post examination	the outline offshore operations and maintenance plan	3	17 April 2023
APP-254	the outline ornithological monitoring plan	1	8 October 2021
REP7-054	the outline southern north sea special area of conservation site integrity plan	2	10 August 2022
REP3-012	the outline written scheme of investigation for onshore archaeology	2	21 April 2022
REP6-006	the pro-rata annex	4	27 July 2022
APP-215	the public rights of way plan	1	8 October 2021
APP-214	the streets plan	1	8 October 2021
APP-220	the tree preservation order and hedgerow plan	1	8 October 2021

## SCHEDULE 16

Article 49

## COMPENSATION TO PROTECT THE COHERENCE OF THE NATIONAL SITE NETWORK

## PART 1

## OFFSHORE ORNITHOLOGY ENGAGEMENT GROUP

## 1. In this Schedule—

“the FFC” means the site designated as the Flamborough and Filey Coast Special Protection Area;

“GCIMP” means the guillemot compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult guillemot from the FFC as a result of the authorised development;

“KCIMP” means the kittiwake compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult kittiwakes from the FFC as a result of the authorised development;

“the guillemot and razorbill compensation plan” means the document certified as the guillemot and razorbill compensation plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc);

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“the Hornsea Four Offshore Ornithology Engagement Group” or “H4 OOEG” means the group that will assist, through consultation, the undertaker in the delivery of the compensation measures identified in the kittiwake compensation plan and the guillemot and razorbill compensation plan;

“the kittiwake compensation plan” means the document certified as the kittiwake compensation plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents, etc.);

“the offshore compensation measures” means, as the context requires, bycatch reduction and/or the offshore nesting structure;

“the onshore compensation measure” means, as the context requires, predator eradication and/or the onshore nesting structure; and

“UK NSN” means the United Kingdom National Site Network as defined in regulation 3 of the Conservation of Habitats and Species Regulations 2017.

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**Commencement Information**

**I335** Sch. 16 para. 1 in force at 3.8.2023, see [art. 1](#)

2. Work Nos. 1, 2, 3, 4 and 5 together with any associated development offshore may not be commenced until a plan for the work of the H4 OOEG has been submitted to and approved by the Secretary of State, such plan to include—

- (a) terms of reference of the H4 OOEG;
- (b) details of the membership of the H4 OOEG which must include—
  - (i) the MMO and the relevant SNCB as core members for the offshore compensation measures;
  - (ii) the relevant local planning authority and Natural England as core members for the onshore compensation measures;
  - (iii) the RSPB, The Wildlife Trust and Alderney Wildlife Trust as advisory members, for both the onshore compensation measures and/or the offshore compensation measures subject to their area of expertise;
- (c) details of the proposed schedule of meetings, timetable for preparation of the KCIMP, the GCIMP and the RCIMP and reporting and review periods;
- (d) the dispute resolution mechanism and confidentiality provisions; and
- (e) the scope of work to be limited to the topics for discussion as identified by the appointed chair to include in relation to the compensation measure, monitoring and adaptive management.

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**Commencement Information**

**I336** Sch. 16 para. 2 in force at 3.8.2023, see [art. 1](#)

## PART 2

### KITTIWAKE COMPENSATION

3. Following consultation with the H4 OOEG, the KCIMP must be submitted to the Secretary of State for approval in consultation with the MMO and relevant SNCB for the offshore compensation

measure, and with the relevant local planning authority and relevant SNCB for any onshore measure (if such measure is required). The KCIMP must be based on the strategy for kittiwake compensation set out in the kittiwake compensation plan and include—

- (a) Details of the location where the compensation measure will be delivered and the suitability of the site to deliver the measures (including why the location is appropriate ecologically and likely to support successful compensation);
- (b) in relation to an offshore structure, details of any relevant seabed agreement(s);
- (c) details of the design of the artificial nesting structure(s) to provide nesting for at least 750 pairs of kittiwake in total; including the projected number of nests that will be accommodated on the structure, and how risks from predation and other perturbations have been designed out or mitigated;
- (d) an implementation timetable for delivery of the artificial nesting structure, such timetable to ensure that the structure is in place to allow for at least four full kittiwake breeding seasons prior to operation of any turbine forming part of the authorised development. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 April in each year and ended on 30 September;
- (e) details of the maintenance schedule for the artificial nesting structure;
- (f) details for the proposed ongoing monitoring and reporting of the effectiveness of the measures including—
  - (i) survey methods;
  - (ii) survey programmes;
  - (iii) success criteria; and
  - (iv) timescales for the monitoring reports to be delivered;
- (g) recording of H4 OOEG consultations and project reviews;
- (h) details of any adaptive management measures, with details of the factors used to trigger any alternative and/or adaptive management measures; and
- (i) monitoring should include annual monitoring of the number of birds colonising the site including sufficient detail to identify barriers to breeding success (including nesting attempts and nest productivity) and target alternative or adaptive compensation measures. Evidence of natal dispersal and colony interchange with the UK NSN and FFC kittiwake colony should be included. Information of any other seabirds attempting to and/ or successfully nesting on the ANS should also be recorded.

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**Commencement Information**

**I337** Sch. 16 para. 3 in force at 3.8.2023, see [art. 1](#)

**4.** The undertaker must implement the measures set out in the KCIMP approved by the Secretary of State, unless otherwise agreed by the Secretary of State in consultation with the relevant SNCB, MMO and the relevant local planning authority. No operation of any turbine forming part of the authorised development may begin until the KCIMP has been approved by the Secretary of State and four full breeding seasons following the implementation of the measures set out in the KCIMP have taken place. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 April in each year and ended on 30 September.

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**Commencement Information**

**I338** Sch. 16 para. 4 in force at 3.8.2023, see [art. 1](#)

5. The undertaker must notify the Secretary of State of completion of construction of the artificial nesting structure as set out in the KCIMP.

**Commencement Information**

**I339** Sch. 16 para. 5 in force at 3.8.2023, see [art. 1](#)

6. Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the relevant SNCB. This must include any finding that the measures have been ineffective in securing an increase in the number of adult kittiwakes available to recruit into the FCC and in such case proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

**Commencement Information**

**I340** Sch. 16 para. 6 in force at 3.8.2023, see [art. 1](#)

7. The artificial nesting structure must not be decommissioned without prior written approval of the Secretary of State in consultation with relevant SNCB. The artificial nest structures shall be maintained beyond the operational lifetime of the authorised development if they are colonised, and routine and adaptive management measures and monitoring must continue whilst the artificial nesting structures are in place.

**Commencement Information**

**I341** Sch. 16 para. 7 in force at 3.8.2023, see [art. 1](#)

8. The KCIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved KCIMP must be in accordance with the principles set out in the kittiwake compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the kittiwake compensation plan.

**Commencement Information**

**I342** Sch. 16 para. 8 in force at 3.8.2023, see [art. 1](#)

9. In the event of any conflict between the terms of the Order and the kittiwake compensation plan or the KCIMP then the provisions of this Order shall prevail.

**Commencement Information**

**I343** Sch. 16 para. 9 in force at 3.8.2023, see [art. 1](#)

## PART 3

### GUILLEMOT COMPENSATION

**10.** Following consultation with the H4 OOEG, the GCIMP must be submitted to the Secretary of State for approval in consultation with the MMO and relevant SNCB for the offshore compensation measure, and with Natural England, the local planning authority and Alderney Wildlife Trust for the onshore compensation measure. The GCIMP must be based on the strategy for guillemot compensation set out in the guillemot and razorbill compensation plan (as relevant to guillemot) and include—

- (a) for the predator eradication measure—
  - (i) details of the location(s) where the compensation measure will be delivered;
  - (ii) details of the number of nest sites that need to be created within the Herm Island complex (Herm, Jethou, including Grand Fauconniere and the Humps) and locations around Alderney. This must take into account both the number of chicks that will need to be produced to ensure that the required number of adults survive to adulthood and the proportion of adult birds that are expected to be recruited into the UK NSN;
  - (iii) details of how any necessary land access rights, licences and approvals have or will be obtained and any biosecurity measures will be or have been secured;
  - (iv) an implementation timetable for delivery of the predator eradication measure, such timetable to ensure that the predator eradication method has commenced no later than two years prior to the commencement of Work No. 1(a) and 1(b), Work No. 2(a), 2(b) and 2(c) and Work No. 3(a);
  - (v) details for the proposed ongoing monitoring of the measure including—
    - (aa) survey methods for predators and seabirds;
    - (bb) success criteria;
    - (cc) survey and reporting programmes
    - (dd) seabird productivity rates;
    - (ee) seabird breeding population;
    - (ff) distribution of breeding seabirds; and
    - (gg) evidence of guillemot natal dispersal to the UK NSN;
  - (vi) recording of H4 OOEG consultations and project reviews;
  - (vii) details of any adaptive management measures, with details of the factors used to trigger any such measures. Such measures should consider offshore artificial nesting structures for guillemot;
  - (viii) provision for reporting to the Secretary of State, to include details of the use of the location(s) by breeding guillemot to identify barriers to success and target any adaptive management measures;
- (b) for the bycatch reduction measure—
  - (i) details of relevant technology supply agreements and arrangements with fishers to use the bycatch reduction technology that will be or have been secured by the undertaker;
  - (ii) the locations where the measures will be deployed and the number of fishing vessels to be included in the scheme;
  - (iii) an implementation timetable for provision of the bycatch reduction measure, such timetable to ensure that contract(s) are entered into with fishers for the provision and use of bycatch reduction technology no later than one year prior to the

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Hornsea Four Offshore Wind Farm Order 2023. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

commencement of Work No. 1(a) and 1(b), Work No. 2(a), 2(b) and 2(c) and Work No. 3(a);

- (iv) details for the proposed ongoing monitoring of the measure including collection of data from participating fishers;
- (v) the success criteria, defined as the estimated reduction in the number of guillemot killed;
- (vi) recording of H4 OOEG consultations and project reviews;
- (vii) details of any adaptive management measures and details of the factors used to trigger any such measures; and
- (viii) provision for annual reporting to the Secretary of State, to identify barriers to success and target the adaptive management measures.

**Commencement Information**

**I344** Sch. 16 para. 10 in force at 3.8.2023, see [art. 1](#)

**11.** The undertaker must carry out the predator eradication method and enter into contract(s) with fishers for the provision and use of bycatch reduction technology as set out in the GCIMP approved by the Secretary of State in consultation with Natural England, the Alderney Wildlife Trust and the local planning authority for the onshore measures and the relevant SNCB and MMO for the offshore measures. Work No. 1(a) and 1(b), Work No. 2(a), 2(b) and (c) and Work No. 3(a) must not commence until the GCIMP has been approved by the Secretary of State in accordance with paragraph 10, and at least 2 years have elapsed since the start of the predator eradication works and at least one year after the contract(s) with fishers for the provision and use of bycatch reduction technology have been entered into.

**Commencement Information**

**I345** Sch. 16 para. 11 in force at 3.8.2023, see [art. 1](#)

**12.** The undertaker must notify the Secretary of State of completion of the predator eradication method and entering into contract(s) with fishers for the provision and use of bycatch reduction technology set out in the GCIMP.

**Commencement Information**

**I346** Sch. 16 para. 12 in force at 3.8.2023, see [art. 1](#)

**13.** The GCIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved GCIMP must be in accordance with the principles set out in the guillemot and razorbill compensation plan (as relevant to guillemot) and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the guillemot and razorbill compensation plan (as relevant to guillemot).

**Commencement Information**

**I347** Sch. 16 para. 13 in force at 3.8.2023, see [art. 1](#)



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14. In the event of any conflict between the terms of this Order and the guillemot compensation plan or the GCIMP then the provisions of this Order shall prevail.

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**Commencement Information**

**I348** Sch. 16 para. 14 in force at 3.8.2023, see [art. 1](#)

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**EXPLANATORY NOTE**

*(This note is not part of the Order)*

This Order grants development consent for, and authorises the construction, operation and maintenance of an offshore wind farm generating station located in the North Sea 69 kilometres due east of Flamborough Head at its closest point together with associated development. This Order imposes requirements in connection with the development and authorises the compulsory purchase of land (including rights in land) and the right to use land and to override easements and other rights.

This Order also grants deemed marine licences under Part 4 of the Marine and Coastal Access Act 2009 in connection with the wind farm. The marine licences impose conditions in connection with the deposits and works for which they grant consent.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 38 (certification of plans and documents, etc.) together with a copy of any guarantee or alternative form of security approved by the Secretary of State pursuant to article 45 (funding), may be inspected free of charge at the offices of East Riding of Yorkshire Council at County Hall, Beverley, East Riding of Yorkshire, HU17 9BA.

**Changes to legislation:**

There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Hornsea Four Offshore Wind Farm Order 2023. Any changes that have already been made by the team appear in the content and are referenced with annotations.

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**Changes and effects yet to be applied to :**

- Sch. 1 Pt. 3 words inserted by [S.I. 2024/117 Sch.](#)
- Sch. 1 Pt. 3 words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 1 Pt. 1 para. 1 punctuation mark substituted by [S.I. 2024/117 Sch.](#)
- Sch. 1 Pt. 1 para. 2 quotation mark inserted by [S.I. 2024/117 Sch.](#)
- Sch. 1 Pt. 1 para. 1 text amended by [S.I. 2024/117 Sch.](#)
- Sch. 6 words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 7 para. 10 word substituted by [S.I. 2024/117 Sch.](#)
- Sch. 7 para. 3(2) words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 7 para. 9 words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 7 para. 10 words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 1 para. 1 words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 1 para. 2 words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 1 para. 7(4) words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 1 para. 8(4) words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 2 para. 2 punctuation mark omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 4 para. 4(1) text amended by [S.I. 2024/117 Sch.](#) (This amendment not applied to legislation.gov.uk. The correction to the format of this provision has already been made.)
- Sch. 9 Pt. 4 para. 2 words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 4 para. 4(1)(a) words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 4 para. 4(3) words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 4 para. 22 words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 6 para. 2 word inserted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 7 para. 3 sum substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 7 para. 4(2)(c) word substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 7 para. 9(7) word substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 7 para. 4(2)(b) words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 9 para. 4(1) words omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 9 para. 9(5) words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 13 para. 1 comma omitted by [S.I. 2024/117 Sch.](#)
- Sch. 13 para. 1 sum substituted by [S.I. 2024/117 Sch.](#)
- Sch. 13 para. 1 word inserted by [S.I. 2024/117 Sch.](#)
- Sch. 13 para. 1 word omitted by [S.I. 2024/117 Sch.](#)
- Sch. 13 para. 1 words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 14 para. 3(4) word inserted by [S.I. 2024/117 Sch.](#)
- Sch. 15 Pt. 3 word substituted by [S.I. 2024/117 Sch.](#)
- Sch. 15 Pt. 3 words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 16 para. 6 words inserted by [S.I. 2024/117 Sch.](#)
- Sch. 16 para. 2(c) words substituted by [S.I. 2024/117 Sch.](#)
- art. 2(1) comma inserted by [S.I. 2024/117 Sch.](#)
- art. 2(1) semicolon inserted by [S.I. 2024/117 Sch.](#)
- art. 2(1) semicolon substituted for colon by [S.I. 2024/117 Sch.](#)
- art. 2(1) word inserted by [S.I. 2024/117 Sch.](#)
- art. 2(1) words inserted by [S.I. 2024/117 Sch.](#)
- art. 2(3)(a) word substituted by [S.I. 2024/117 Sch.](#)
- art. 5(4) comma inserted by [S.I. 2024/117 Sch.](#)
- art. 5(4) word substituted by [S.I. 2024/117 Sch.](#)
- art. 5(7) word substituted by [S.I. 2024/117 Sch.](#)
- art. 5(7)(c) word substituted by [S.I. 2024/117 Sch.](#)
- art. 7(1)(b)(i) word omitted by [S.I. 2024/117 Sch.](#)

- art. 9(1)(b) words substituted by [S.I. 2024/117 Sch.](#)
- art. 10(4) word substituted by [S.I. 2024/117 Sch.](#)
- art. 10(4) words substituted by [S.I. 2024/117 Sch.](#)
- art. 11(1)(d) word inserted by [S.I. 2024/117 Sch.](#)
- art. 15(3) word inserted by [S.I. 2024/117 Sch.](#)
- art. 16(4) words substituted by [S.I. 2024/117 Sch.](#)
- art. 21(8) words inserted by [S.I. 2024/117 Sch.](#)
- art. 22(1) words substituted by [S.I. 2024/117 Sch.](#)
- art. 25(1) word omitted by [S.I. 2024/117 Sch.](#)
- art. 27(5) word substituted by [S.I. 2024/117 Sch.](#)
- art. 37(1) comma inserted by [S.I. 2024/117 Sch.](#)
- art. 46 words substituted by [S.I. 2024/117 Sch.](#)
- art. 47(3)(a) words substituted by [S.I. 2024/117 Sch.](#)

**Changes and effects yet to be applied to the whole Instrument associated Parts and Chapters:**

Whole provisions yet to be inserted into this Instrument (including any effects on those provisions):

- Sch. 9 Pt. 3A para. 9(4) word substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 3A para. 3 words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 3B para. 23(3) word omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 3B para. 23(5) word omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 3B para. 24(2) word omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 3B para. 25(2) word omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 3B para. 25(3) word omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 3B para. 25(5) word omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 3B para. 25(6) word omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 3B para. 25(10) word omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 3B para. 26(2) word omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 3B para. 26(3) word omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 3B para. 26(4) word omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 3B para. 26(5) word omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 4 para. 4(1)(r) word omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 4 para. 12(5) words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 5 para. 1(2) full stop omitted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 7 para. 4(2)(i) semicolon inserted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 7 para. 4(2)(j) word inserted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 7 para. 4(2)(o) word inserted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 7 para. 4(2)(p) word inserted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 7 para. 4(2)(p) word substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 7 para. 4(2)(q) word substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 9 para. 8(1)(a) words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 9 Pt. 10 para. 2(a) words substituted by [S.I. 2024/117 Sch.](#)
- Sch. 16 para. 10(a)(v)(cc) semicolon inserted by [S.I. 2024/117 Sch.](#)
- Preamble word substituted by [S.I. 2024/117 Sch.](#)
- art. 26(5) inserted by [S.I. 2024/117 Sch.](#)

## 4. EAST ANGLIA ONE NORTH OFFSHORE WIND FARM ORDER 2022



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STATUTORY INSTRUMENTS

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**2022 No. 432**

**INFRASTRUCTURE PLANNING**

**The East Anglia ONE North Offshore Wind Farm Order 2022**

*Made* - - - - *31st March 2022*

*Coming into force* - - *22nd April 2022*

An application has been made to the Secretary of State under section 37 of the Planning Act 2008 (“the 2008 Act”)(1) for an order granting development consent.

The application was examined by the Examining Authority appointed by the Secretary of State pursuant to sections 61(2) and 65(3) of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of that Act and with the Infrastructure Planning (Examination Procedure) Rules 2010(4). The Examining Authority, has submitted a report to the Secretary of State under section 74(2) of the 2008 Act.

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(5) and, as a national policy statement has effect in relation to the proposed development, has had regard to the documents and matters referred to in section 104(2) of the 2008 Act.

The Secretary of State, having decided the application, has determined to make an order giving effect to the proposals comprised in the application on terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

The Secretary of State, in exercise of the powers conferred by sections 114, 115, 120, 140 and 149A of the 2008 Act, makes the following Order:

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(1) 2008 c. 29. Section 37 was amended by Chapter 6 of Part 6 of, and schedule 13 to, the Localism Act 2011 (c. 20) and by sections 22 to 27 of the Growth and Infrastructure Act 2013 (c. 27).  
(2) Section 61 was amended by section 128(2) and Schedule 13, paragraph 18 to the Localism Act 2011 (c. 20) and by section 26 of the Infrastructure Act 2015 (c. 7).  
(3) Section 65 was amended by Schedule 13, paragraph 22(2) and Schedule 25, paragraph 1 to the Localism Act 2011 (c. 20) and by section 27(1) of the Infrastructure Act 2015 (c. 7).  
(4) S.I. 2010/103, amended by S.I. 2012/635.  
(5) S.I. 2017/572.

## PART 1

### Preliminary

#### Citation and commencement

- 1.—(1) This Order may be cited as the East Anglia ONE North Offshore Wind Farm Order 2022.
- (2) This Order comes into force on 22nd April 2022.

#### Commencement Information

- II** Art. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Interpretation

- 2.—(1) In this Order—

- “the 1961 Act” means the Land Compensation Act 1961(6);
- “the 1965 Act” means the Compulsory Purchase Act 1965(7);
- “the 1980 Act” means the Highways Act 1980(8);
- “the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981(9);
- “the 1989 Act” means the Electricity Act 1989(10);
- “the 1990 Act” means the Town and Country Planning Act 1990(11);
- “the 1991 Act” means the New Roads and Street Works Act 1991(12);
- “the 2003 Act” means the Communications Act 2003(13);
- “the 2004 Act” means the Energy Act 2004(14);
- “the 2008 Act” means the Planning Act 2008;
- “the 2009 Act” means the Marine and Coastal Access Act 2009(15);
- “the 2017 Regulations” means the Conservation of Habitats and Species Regulations 2017(16);
- “access to works plan” means the plan certified as the access to works plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);
- “activity exclusion zones plan” means the plan certified as the activity exclusion zones plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);
- “AIS” means air insulated switchgear;
- “ancillary works” means—
  - (a) the ancillary works described in Part 2 of Schedule 1 (ancillary works); and
  - (b) any other works authorised by this Order,

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(6) 1961 c. 33.  
(7) 1965 c. 56.  
(8) 1980 c. 66.  
(9) 1981 c. 66.  
(10) 1989 c. 29.  
(11) 1990 c. 8.  
(12) 1991 c. 22.  
(13) 2003 c. 21.  
(14) 2004 c. 20.  
(15) 2009 c. 23.  
(16) S.I. 2017/1012.

to the extent that such works are not development within the meaning of section 32 of the 2008 Act;

“authorised development” means the development described in Part 1 of Schedule 1 (authorised development) and any other development authorised by this Order that is development within the meaning of section 32 of the 2008 Act;

“authorised project” means the authorised development and the ancillary works;

“best practice protocol for minimising disturbance to red-throated diver” means the document certified as the best practice protocol for minimising disturbance to red-throated diver by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“book of reference” means the document certified as the book of reference by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“building” includes any structure or erection or any part of a building, structure or erection;

“buoy” means any floating device used for navigational purposes or measurement purposes, including LiDAR buoys, wave buoys and guard buoys;

“cable” in respect of any onshore cable includes direct lay cables, cables laid in cable ducts or protective covers and in respect of any cable whether onshore or offshore includes fibre optic cables either within the cable or laid alongside;

“cable crossings” means the crossing of existing sub-sea cables or pipelines or other existing infrastructure by the inter-array, platform link or export cables authorised by this Order together with physical protection measures including cable protection;

“cable ducts” means conduits for the installation of cables;

“cable protection” means measures to protect cables from physical damage and including, but not limited to, the use of bagged solutions filled with grout or other materials, protective aprons or coverings, mattresses, flow energy dissipation devices or rock and gravel burial;

“cable sealing end compound” means a compound containing electrical equipment (including sealing ends, post insulators and earth switches), access, fencing and other associated equipment, structures or buildings;

“carriageway” has the same meaning as in the 1980 Act<sup>(17)</sup>;

“commence” means—

- (a) in relation to works seaward of MHWS, the first carrying out of any licensed marine activities authorised by the deemed marine licences, save for operations consisting of offshore preparation works or pre-construction monitoring surveys approved under the deemed marine licences; and
- (b) in respect of any other works comprised in the authorised project, the first carrying out of any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project other than onshore preparation works;

and the words “commencement” and “commenced” must be construed accordingly;

“construction consolidation site” means a construction site associated with the onshore works including hard standings, lay down and storage areas for construction materials and equipment, areas for spoil, access roads, areas for vehicular parking, bunded storage areas, areas for welfare facilities including offices and canteen and washroom facilities, wheel washing facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

“construction, operation and maintenance platform” means an offshore structure housing or incorporating temporary accommodation, landing ports for vessels and helicopters, standby

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<sup>(17)</sup> “carriageway” is defined in section 329(1).

electricity generation equipment, marking and lighting and other equipment facilities to assist in the co-ordination of marine activities related to the authorised development;

“deemed marine licences” means the marine licences set out in Schedules 13 (deemed licence under the 2009 Act – generation assets) and 14 (deemed licence under the 2009 Act – offshore transmission assets);

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands, B75 7RL and any successor body to its functions;

“distributed temperature sensing cable” means a fibre optic cable which identifies faults in the electrical cables during operation allowing the approximate location of any fault to be identified;

“East Anglia TWO Order” means the East Anglia TWO Offshore Wind Farm Order 2022;

“EIA Regulations” means the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017;

“electrical cable” means an assembly of one or more conductors running side by side or bundled, which is used to carry electrical power;

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 36 (certification of plans etc.);

“fibre optic cable” means a cable consisting of one or more thin flexible fibres with a glass core through which signals are sent in the form of light;

“GIS” means gas insulated switchgear;

“gravity base foundation” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“grid connection works” means Work Nos. 34 and 38 to 43 and any related associated development;

“highway” has the same meaning as in the 1980 Act<sup>M1</sup>;

[<sup>F1</sup>“highway authority” has the same meaning as in the 1980 Act];

“Historic England” means the Historic Buildings and Monuments Commission for England;

“horizontal directional drilling” is a trenchless technique for installing cables and cable ducts involving drilling in an arc between two points;

“horizontal directional drilling compound” means a construction site associated with the transmission works where horizontal directional drilling is proposed including hard standings, lay down and storage areas for construction materials and equipment, areas for spoil, areas for vehicular parking, bunded storage areas, areas for welfare facilities including offices and canteen and washroom facilities, wheel washing facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

“HVAC” means high voltage alternating current;

“important hedgerows and tree preservation order plan” means the document certified as the important hedgerows and tree preservation order plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“in principle monitoring plan” means the document certified as the in principle monitoring plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);



“in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan” means the document certified as the in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“inter-array cable” means the cables linking the wind turbine generators to each other and to the offshore electrical platforms and described in paragraph (c) of Work No. 1;

“intertidal area” means the area between MHWS and MLWS;

“intrusive” means an activity that requires or is facilitated by breaking the surface of the ground or seabed (but does not include the installation of fence or signage posts);

“jacket foundation” means a steel jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction buckets and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“jointing bay” means an excavation formed to enable the jointing of high voltage power cables;

“jointing works” means a process by which two or more cables are connected to each other by means of cable joints within a jointing bay;

“land plans” means the plans certified as the land plans (onshore) and land plans (offshore) by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“LAT” means lowest astronomical tide;

“layout principles statement” means the document certified as the layout principles statement by the Secretary of State under article 36 (certification of plans etc.);

“licensed marine activities” means the activities specified in Part 1 of the deemed Marine Licences;

“limits of deviation” means the limits for the scheduled works as shown on the works plans;

“local highway authority” has the same meaning as in section 329(1) of the 1980 Act(18);

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works) and any component part of any wind turbine generator, offshore electrical platform, construction, operation and maintenance platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“mean low water springs” or “MLWS” means the average height of all low waters above Chart Datum;

“meteorological mast” means an offshore mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“MMO” means the Marine Management Organisation;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“national grid substation” means a compound containing electrical equipment (including power transformers, gantries, switchgear, reactive compensation equipment, electrical

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(18) Section 329(1) was amended by Schedule 1(1) para. 60(2)(a) to the Infrastructure Act 2015 c. 7.

protection equipment devices (disconnectors, circuit breakers), harmonic filters, cables and back-up generators), control buildings, lightning protection masts, communications masts, access, fencing and other associated equipment, structures or buildings;

“offshore electrical platform” means a platform with one or more decks, whether open or fully clad, accommodating electrical power transformers, low, medium and/or high voltage switch gear, instrumentation, protection and control systems, neutral earthing resistors, reactive compensation, standby electrical generation equipment, fuelling facilities, surface water drainage system, auxiliary and uninterruptible power supply systems and transformers, accommodation, emergency shelter, craneage, metering stations, meteorological equipment, helicopter landing facilities, messing facilities, potable water storage, black water separation equipment, control hub, drainage facilities, access equipment, J-tubes, marking and lighting and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore ornithology without prejudice compensation measures” means the document certified as the offshore ornithology without prejudice compensation measures by the Secretary of State under article 36 (certification of plans etc.);

“offshore platforms” means the construction, operation and maintenance platform and the offshore electrical platforms;

“offshore preparation works” means surveys, monitoring and UXO clearance activities seaward of MHWS undertaken prior to the commencement of construction to prepare for construction;

“offshore works” means Work Nos. 1 to 5 and, to the extent that it comprises works that are seaward of MHWS, Work No. 6;

“onshore preparation works” means operations consisting of site clearance, demolition work, early planting of landscaping works, archaeological investigations, environmental surveys, ecological mitigation, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of temporary means of enclosure, creation of site accesses, footpath creation, erection of welfare facilities and the temporary display of site notices or advertisements;

“onshore substation” means a compound containing electrical equipment (including power transformers, gantries, switchgear, reactive compensation equipment, electrical protection equipment devices (disconnectors, circuit breakers), harmonic filters, cables and back-up generators), control buildings, lightning protection masts, communications masts, access, fencing and other associated equipment, structures or buildings;

“onshore works” means the transmission works and the grid connection works;

“Order land” means the land shown on the land plans which is within the limits of land to be acquired or used and described in the book of reference;

“Order limits” means the limits shown on the works plans within which the authorised project may be carried out;

“Order limits boundary coordinates plan (offshore)” means the document certified as the Order limits boundary coordinates plan (offshore) by the Secretary of State under article 36 (certification of plans etc.);

“outline access management plan” means the document certified as the outline access management plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline code of construction practice” means the document certified as the outline code of construction practice by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline construction traffic management plan” means the document certified as the outline construction traffic management plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline fisheries liaison and coexistence plan” means the document certified as the outline fisheries liaison and coexistence plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline landfall construction method statement” means the document certified as the outline landfall construction method statement by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline landscape and ecological management strategy” means the document certified as the outline landscape and ecological management strategy by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline navigation monitoring strategy” means the document certified as the outline navigation monitoring strategy by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline operational drainage management plan” means the document certified as the outline operational drainage management plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline port construction traffic management and travel plan” means the document certified as the outline port construction traffic management and travel plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline pre-commencement archaeology execution plan” means the document certified as the outline pre-commencement archaeology execution plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline public rights of way strategy” means the document certified as the outline public rights of way strategy by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline *Sabellaria* reef management plan” means the document certified as the outline *Sabellaria* reef management plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline Sizewell Gap construction method statement” means the document certified as the outline Sizewell Gap construction method statement by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline SPA crossing method statement” means the document certified as the outline SPA crossing method statement by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline travel plan” means the document certified as the outline travel plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline watercourse crossing method statement” means the document certified as the outline watercourse crossing method statement by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline written scheme of investigation (onshore archaeology)” means the document certified as the outline written scheme of investigation (onshore archaeology) by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“owner”, in relation to land, has the same meaning as in section 7 of the Acquisition of Land Act 1981<sup>(19)</sup>;

“permanent stopping up of public rights of way plan” means the plan certified as the permanent stopping up of public rights of way plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“platform link cables” means the cables linking offshore platforms to one another and described in Work No. 4;

“relevant highway authority” means the highway authority for the area in which the land to which the relevant provision of this Order applies is situated;

“relevant lead local flood authority” means the lead local flood authority for the area in which the land to which the relevant provision of this Order applies is situated;

“relevant local highway authority” means the local highway authority for the area in which the land to which the relevant provision of this Order applies is situated;

“relevant planning authority” means the district planning authority for the area in which the land to which the relevant provision of this Order applies is situated;

“requirements” means those matters set out in Part 3 of Schedule 1 (requirements) to this Order;

“SAC” means special area of conservation;

“scheduled works” means the numbered works specified in Part 1 of Schedule 1 (authorised development) to this Order, or any part of them;

“Sizewell C order limits interaction – offshore plan” means the plan certified as the Sizewell C order limits interaction – offshore plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“SPA” means special protection area;

“stage” means a section or part of the authorised development as identified as a stage in a written scheme approved under requirement 11 (stages of authorised development onshore);

“statutory nature conservation body” means the appropriate nature conservation body as defined in regulation 5 of the 2017 Regulations;

“statutory undertaker” means any person falling within section 127(8) of the 2008 Act and a public communications provider as defined in section 151 of the 2003 Act;

“street” means a street within the meaning of section 48 of the 1991 Act<sup>(20)</sup>, together with land on the verge of a street or between two carriageways, and includes part of a street;

“street authority”, in relation to a street, has the same meaning as in Part 3 of the 1991 Act<sup>(21)</sup>;

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<sup>(19)</sup> 1981 c. 67. Section 7 was amended by section 70 of, and paragraph 9 of Schedule 15 to, the Planning and Compensation Act 1991 (c. 34). There are other amendments to the 1981 Act which are not relevant to this Order.

<sup>(20)</sup> Section 48 was amended by section 124(2) of the Local Transport Act 2008 (c. 26).

<sup>(21)</sup> “street authority” is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act 2015 (c. 7).

“substations design principles statement” means the document certified as the substations design principles statement by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“suction caisson” means large diameter steel cylindrical shells which penetrate the seabed assisted by a hydrostatic pressure differential for securing steel jacket foundations;

“suction caisson foundation” means a tubular steel structure which penetrates the seabed assisted by a hydrostatic pressure differential and associated equipment, including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“temporary stopping up of public rights of way plan” means the plan certified as the temporary stopping up of public rights of way plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“transition bay” means an underground pit where the offshore export cables are jointed to the onshore cables;

“transmission works” means Work Nos. 6 to 37 and any related associated development;

“trenchless technique” means a method of installation that allows ducts and cables to be installed under an obstruction without breaking open the ground and digging a trench (examples of such techniques include horizontal directional drilling, thrust boring, auger boring and pipe ramming);

“trenchless technique compound” means a construction site associated with the transmission works where a trenchless technique is proposed including hard standings, lay down and storage areas for construction materials and equipment, areas for spoil, areas for vehicular parking, bunded storage areas, areas for welfare facilities including offices and canteen and washroom facilities, wheel washing facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

“tribunal” means the Lands Chamber of the Upper Tribunal;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“undertaker” means East Anglia ONE North Limited (company number 11121800);

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“watercourse” includes all rivers, streams, creeks, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain;

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation; and

“works plans” means the plans certified as the works plans (onshore) and works plans (offshore) by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.).

(2) References in this Order to rights over land include references to rights to do or restrain or to place and maintain, anything in, on or under land or in the air-space above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over the land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or which is an interest otherwise comprised in the Order land.

(3) All distances, directions and lengths referred to in this Order are approximate, save in respect of the parameters referred to in—

- (a) requirements 2 to 9 in Part 3 of Schedule 1 (requirements);
- (b) conditions 1 to 9 in Part 2 of Schedule 13 (conditions); and
- (c) conditions 1 to 5 in Part 2 of Schedule 14 (conditions).

(4) Any reference in this Order to a work identified by the number of the work is to be construed as a reference to the work of that number authorised by this Order.

(5) Unless otherwise stated, references in this Order to points identified by letters are to be construed as references to the points so lettered on the works plans.

(6) The expression “includes” is to be construed without limitation unless the contrary intention appears.

#### Textual Amendments

- F1** Words in [art. 2\(1\)](#) inserted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), [art. 1\(2\)](#), [Sch.](#)

#### Commencement Information

- I2** Art. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Marginal Citations

- M1** “highway” is defined in section 328(1) ... [Editorial note: Words in [art. 2\(1\)](#) footnote omitted (22.12.2022) by virtue of [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), [art. 1\(2\)](#), [Sch.](#)]

## PART 2

### Principal Powers

#### Development consent etc. granted by the Order

3.—(1) Subject to the provisions of this Order and to the requirements the undertaker is granted—

- (a) development consent for the authorised development; and
- (b) consent for the ancillary works,

to be carried out within the Order limits.

(2) Each of the scheduled works must be constructed and maintained within the limits of deviation for that work.

#### Commencement Information

- I3** Art. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Power to maintain authorised project

4.—(1) The undertaker may at any time maintain the authorised project, except to the extent that this Order or an agreement made under this Order provides otherwise.



(2) The power to maintain conferred under paragraph (1) does not relieve the undertaker of any requirement to obtain any further licence under Part 4 of the 2009 Act (marine licensing) for offshore works not covered by the deemed marine licences.

**Commencement Information**

**I4** Art. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

**Benefit of the Order**

5.—(1) Subject to this article the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Subject to paragraph (4), the undertaker may with the written consent of the Secretary of State—

- (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order and such related statutory rights as may be agreed between the undertaker and the transferee;
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed,

except where paragraph (8) applies, in which case no consent of the Secretary of State is required.

(3) Subject to paragraph (4), the undertaker may with the written consent of the Secretary of State—

- (a) where an agreement has been made in accordance with paragraph (2)(a), transfer to the transferee the whole of any of the deemed marine licences and such related statutory rights as may be agreed between the undertaker and the transferee; or
- (b) where an agreement has been made in accordance with paragraph (2)(b), grant to the lessee, for the duration of the period mentioned in paragraph (2)(b), the whole of any of the deemed marine licences and such related statutory rights as may be so agreed,

except where paragraph (8) applies, in which case no consent of the Secretary of State is required.

(4) The Secretary of State must consult the MMO before giving consent to the transfer or grant to another person of any or all of the benefit of the provisions of any of the deemed marine licences.

(5) Where an agreement has been made in accordance with [<sup>F2</sup>paragraphs (2) or (3)] references in this Order to the undertaker, except in paragraph (6), (7) or (9), include references to the transferee or lessee.

(6) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under [<sup>F3</sup>under paragraph (2)] are subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(7) Where an agreement has been made [<sup>F4</sup>in accordance with paragraph (2) or (3)]—

- (a) the benefit (“the transferred benefit”) includes any rights that are conferred, and any obligations that are imposed by virtue of the provisions to which the benefit relates;
- (b) the transferred benefit resides exclusively with the transferee or, as the case may be, the lessee and the transferred benefit is not enforceable against the undertaker save in the case of a deemed marine licence transferred or granted in respect of any breach of an obligation by the undertaker which occurs prior to such transfer or grant or which occurs as a result of any activity carried out by the undertaker on behalf of the transferee.

(8) This paragraph applies where—

- (a) the transferee or lessee is a person who holds a licence under the 1989 Act; or
  - (b) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—
    - (i) no such claims have been made,
    - (ii) any such claim has been made and has been compromised or withdrawn,
    - (iii) compensation has been paid in final settlement of any such claim,
    - (iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or
    - (v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable.
- (9) The provisions of article 8 (street works), article 12 (temporary stopping up of streets), article 18 (compulsory acquisition of land), article 20 (compulsory acquisition of rights), article 26 (temporary use of land for carrying out the authorised project) and article 27 (temporary use of land for maintaining the authorised project) have effect only for the benefit of the named undertaker and a person who is a transferee or lessee and is also—
- (a) in respect of Work Nos. 6 to 43 a person who holds a licence under the 1989 Act; or
  - (b) in respect of functions under article 8 (street works) relating to a street, a street authority.
- (10) Prior to any transfer or grant under this article taking effect the undertaker must provide written notification to the Secretary of State and, if such transfer or grant relates to the exercise of powers in their area, to the MMO and the relevant planning authority.
- (11) A notice required under paragraph (10) must—
- (a) state—
    - (i) the name and contact details of the person to whom the benefit of the provisions will be transferred or granted;
    - (ii) subject to paragraph (12), the date on which the transfer will take effect;
    - (iii) the provisions to be transferred or granted;
    - (iv) the restrictions, liabilities and obligations that, in accordance with paragraph (6), will apply to the person exercising the powers transferred or granted; and
    - (v) where paragraph (8) does not apply, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land.
  - (b) be accompanied by—
    - (i) where relevant, a plan showing the works or areas to which the transfer or grant relates; and
    - (ii) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.
- (12) The date specified under paragraph (11)(a)(ii) must not be earlier than the expiry of 14 days from the date of the receipt of the notice.
- (13) The notice given under paragraph (11) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.
- (14) Section 72(7) and (8) of the 2009 Act do not apply to a transfer or grant of the benefit of the provisions of any of the deemed marine licences to another person by the undertaker pursuant to an agreement under this article.



### Textual Amendments

- F2** Words in art. 5(5) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), **Sch.**
- F3** Words in art. 5(6) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), **Sch.**
- F4** Words in art. 5(7) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), **Sch.**

### Commencement Information

- I5** Art. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

## Application and modification of legislative provisions

6.—(1) Regulation 6 of the Hedgerows Regulations 1997(**22**) is modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j)—

“or

- (k) for carrying out development that has been authorised by an order granting development consent pursuant to the Planning Act 2008.”.

(2) The provisions of the Neighbourhood Planning Act 2017(**23**) insofar as they relate to temporary possession of land under articles [26](#) (temporary use of land for carrying out the authorised project) and [27](#) (temporary use of land for maintaining the authorised project) of this Order do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project.

### Commencement Information

- I6** Art. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

## Defence to proceedings in respect of statutory nuisance

7.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(**24**) (summary proceedings by person aggrieved by statutory nuisance) in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance)(**25**) no order may be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) the defendant shows that the nuisance—
- (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project and that the nuisance is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction sites) or a consent given

(22) [S.I. 1997/1160](#).

(23) [2017 c. 20](#).

(24) [1990 c. 43](#). Section 82 was amended by section 107 and paragraph 6 of Schedule 17 to the Environment Act 1995 ([c. 25](#)), section 5 of the Noise and Statutory Nuisance Act 1993 ([c. 40](#)), and section 103 of the Clean Neighbourhoods and Environment Act 2005 ([c. 16](#)) and section 79 was amended by sections 101 and 102 of the Clean Neighbourhoods and Environment Act 2005 ([c. 16](#)), and by section 120 and paragraph 89 of Schedule 22 to the Environment Act 2005. There are other amendments to this Act which are not relevant to the Order.

(25) Section 79(1) was amended by sections 101 and 102 of the Clean Neighbourhoods and Environment Act 2005 ([c. 16](#)).

under section 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974<sup>(26)</sup>; or

(ii) is a consequence of the construction or maintenance of the authorised project and that it cannot reasonably be avoided; or

(b) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and that the nuisance is attributable to the use of the authorised project which is being used in compliance with requirement 27 (control of noise during operational phase); or

(ii) is a consequence of the use of the authorised project and that it cannot reasonably be avoided.

(2) Section 61(9) of the Control of Pollution Act 1974 does not apply where the consent relates to the use of premises by the undertaker for purposes of or in connection with the construction or maintenance of the authorised project.

#### Commencement Information

I7 Art. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 3

### Streets

#### Street works

8.—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schedule 2 (streets subject to street works) as is within the Order limits and may—

- (a) break up or open the street or any sewer, drain or tunnel under it;
- (b) tunnel or bore under the street;
- (c) place apparatus under the street;
- (d) maintain apparatus under the street or change its position; and
- (e) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (d).

(2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(3) In this article “apparatus” has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act<sup>(27)</sup>.

(26) 1974 c. 40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55), paragraph 15 of Schedule 15 to the Environmental Protection Act 1990 (c. 43) and Schedule 24 to the Environment Act 1995 (c. 25). There are other amendments to the 1974 Act which are not relevant to the Order.

(27) “apparatus” is defined in section 89(3) and section 105(1).

### Commencement Information

**I8** Art. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

### Application of the 1991 Act

**9.**—(1) The provisions of the 1991 Act mentioned in paragraph (2) that apply in relation to the carrying out of street works under that Act and any regulations made or code of practice issued or approved under those provisions apply (with all necessary modifications) in relation to—

- (a) the carrying out of works under [article 8](#) (street works); and
- (b) the temporary stopping up, temporary alteration or temporary diversion of a street by the undertaker under [article 12](#) (temporary stopping up of streets)

whether or not the carrying out of the works or the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

(2) The provisions of the 1991 Act(**28**) are—

- (a) subject to paragraph (3), [section 55](#) (notice of starting date of works);
- (b) [section 57](#) (notice of emergency works);
- (c) [section 60](#) (general duty of undertakers to co-operate);
- (d) [section 68](#) (facilities to be afforded to street authority);
- (e) [section 69](#) (works likely to affect other apparatus in the street);
- (f) [section 76](#) (liability for cost of temporary traffic regulation);
- (g) [section 77](#) (liability for cost of use of alternative route); and
- (h) all provisions of that Act that apply for the purposes of the provisions referred to in [<sup>F5</sup>sub-paragraphs] (a) to (g).

(3) [Section 55](#) of the 1991 Act as applied by paragraph (2) has effect as if references in [section 57](#) of that Act to emergency works included a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

### Textual Amendments

**F5** Word in [art. 9\(2\)\(h\)](#) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), [art. 1\(2\)](#), [Sch.](#)

### Commencement Information

**I9** Art. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

### Public rights of way

**10.**—(1) With effect from the date of certification by the local highway authority that the relevant alternative right of way has been created to the standard defined in the public rights of way strategy, the section of the public right of way (being a footpath) specified in columns (1), (2) and (3) of [Schedule 4](#) (footpaths to be stopped up) is extinguished.

(28) Sections 55, 57, 60, 68 and 69 were amended by the [Traffic Management Act 2004 \(c. 18\)](#).

(2) With effect from that same date, the alternative section of the footpath specified in column (4) of Schedule 4 (footpaths to be stopped up) or as otherwise approved by the relevant local highway authority is created.

(3) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act<sup>(29)</sup>.

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**Commencement Information**

**I10** Art. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

**Temporary stopping up of public rights of way**

**11.**—(1) The undertaker may, in connection with the carrying out of the authorised project, temporarily stop up each of the public rights of way specified in column (2) of Schedule 3 (public rights of way to be temporarily stopped up) to the extent specified in column (3), by reference to the letters shown on the temporary stopping up of public rights of way plan.

(2) The public rights of way specified in Schedule 3 (public rights of way to be temporarily stopped up) shall not be temporarily stopped up under this article unless the alternative public right of way described in column (4) of Schedule 3 or as otherwise approved by the relevant local highway authority, is first provided by the undertaker to the standard defined in the public rights of way strategy, to the reasonable satisfaction of the relevant local highway authority.

(3) The relevant diversion route provided under paragraph (2) shall be subsequently maintained by the undertaker until the re-opening of the relevant public right of way specified in paragraph (1).

(4) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

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**Commencement Information**

**I11** Art. 11 in force at 22.4.2022, see [art. 1\(2\)](#)

**Temporary stopping up of streets**

**12.**—(1) The undertaker, during and for the purposes of carrying out the authorised project, may temporarily stop up, alter or divert any street and may for any reasonable time—

- (a) divert the traffic or a class of traffic from the street; and
- (b) subject to paragraph (3), prevent all persons from passing along the street.

(2) Without limiting paragraph (1), the undertaker may use any street temporarily stopped up under the powers conferred by this article within the Order limits as a temporary working site.

(3) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street affected by the temporary stopping up, alteration or diversion of a street under this article if there would otherwise be no such access.

(4) Without limiting paragraph (1), the undertaker may temporarily stop up, alter or divert the streets set out in column (2) of Schedule 5 (streets to be temporarily stopped up) to the extent specified, by reference to the letters and numbers shown on the works plans, in column (3) of that Schedule.

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<sup>(29)</sup> Part 1 was amended by s.192(1) of the Housing and Planning Act 2016 (c. 22) and Schedule 1 to the Transfer of Tribunal Functions (Lands Tribunal and Miscellaneous Amendments) Order 2009, S.I. 2009/1307.

- (5) The undertaker must not temporarily stop up, alter, divert or use as a temporary working site—
- (a) any street referred to in paragraph (4) without first consulting the street authority;
  - (b) any street referred to in Schedule 3 (public rights of way to be temporarily stopped up) without first consulting the local highway authority; and
  - (c) any other street without the consent of the street authority, which may attach reasonable conditions to the consent.

(6) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (5)(c) that street authority is deemed to have granted consent.

**Commencement Information**

**I12** Art. 12 in force at 22.4.2022, see [art. 1\(2\)](#)

**Access to works**

**13.**—(1) The undertaker may, for the purposes of the authorised project—

- (a) form and lay out means of access, or improve existing means of access, in the locations specified in columns (1) and (2) of Schedule 6 (access to works); and
- (b) with the approval of the relevant highway authority after consultation with the relevant planning authority, form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.

(2) If the relevant highway authority fails to notify the undertaker of its decision within 28 days of receiving an application for approval under paragraph (1)(b) that relevant highway authority is deemed to have granted approval.

**Commencement Information**

**I13** Art. 13 in force at 22.4.2022, see [art. 1\(2\)](#)

**Agreements with street authorities**

**14.**—(1) A street authority and the undertaker may enter into agreements with respect to—

- (a) any temporary stopping up, alteration or diversion of a street authorised by this Order;
- (b) the construction of any new street authorised by this Order; or
- (c) the carrying out in the street of any of the works referred to in article [8\(1\)](#) (street works).

(2) Such an agreement may, without prejudice to the generality of paragraph (1)—

- (a) make provision for the street authority to carry out any function under this Order which relates to the street in question;
- (b) include an agreement between the undertaker and street authority specifying a reasonable time for the completion of the works; and
- (c) contain such terms as to payment and otherwise as the parties consider appropriate.

#### Commencement Information

**I14** Art. 14 in force at 22.4.2022, see [art. 1\(2\)](#)

### Highway alterations

**15.**—(1) The undertaker may carry out highway alterations comprised within Work Nos. 35, 36 and 37 in the plots numbered 148 to 182 on the land plans.

(2) The highway alterations must be carried out in accordance with plans approved by the highway authority, such approval not to be unreasonably withheld.

(3) If the highway authority fails to notify the undertaker of its decision within 28 days of receiving plans for approval under paragraph (2), the highway authority is deemed to have given approval.

#### Commencement Information

**I15** Art. 15 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 4

### Supplemental powers

#### Discharge of water

**16.**—(1) Subject to paragraphs (3) and (4) below the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) is determined as if it were a dispute under section 106 of the Water Industry Act 1991(**30**) (right to communicate with public sewers).

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs; and such consent may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld.

(4) The undertaker must not make any opening into any public sewer or drain except—

- (a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and
- (b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker must not, in carrying out or maintaining works pursuant to this article, damage or interfere with the bed or banks of, or construct any works in, under, over or within eight metres of, any watercourse forming part of a main river, or within 16 metres of a tidally influenced main river without the prior written consent of the Environment Agency.

**(30)** 1991 c. 56. Section 106 was amended by section 35(8)(a) and 43(2) of the Competition and Service (Utilities) Act 1992 (c. 43) and sections 36(2) and 99 of the Water Act 2003 (c. 37). There are other amendments to this section which are not relevant to this Order.

(6) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(7) Nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) of the Environmental Permitting (England and Wales) Regulations 2016<sup>(31)</sup>.

(8) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to a sewerage undertaker, the Environment Agency, an internal drainage board or a local authority; and
- (b) other expressions, excluding watercourse, used both in this article and in the Environmental Permitting (England and Wales) Regulations 2016 have the same meaning as in those Regulations.

(9) If a person who receives an application for consent or approval fails to notify the undertaker of a decision within 28 days of receiving an application for consent under paragraphs (3) or (5) or approval under paragraph (4)(a) that person is deemed to have granted consent or given approval, as the case may be.

#### Commencement Information

**116** Art. 16 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Authority to survey and investigate the land onshore

**17.**—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised project and—

- (a) survey or investigate the land;
- (b) without prejudice to the generality of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer, subsoil and groundwater and remove soil and groundwater samples;
- (c) without prejudice to the generality of sub-paragraph (a), make trial trenches in such positions on the land as the undertaker thinks fit to carry out archaeological and site investigations;
- (d) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations or environmental monitoring on such land; and
- (e) place on, leave on and remove from the land apparatus and welfare facilities for use in connection with the survey and investigation of land, environmental monitoring and making of trial holes and trial trenches.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days’ notice has been served on every owner and occupier of the land.

(3) Any person entering land under this article on behalf of the undertaker—

- (a) must, if so required on entering the land, produce written evidence of their authority to do so; and
- (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(4) No trial holes may be made under this article—



- (a) in land located within the highway boundary without the consent of the highway authority; or
  - (b) in a private street without the consent of the street authority,
- but such consent must not be unreasonably withheld.

(5) Following completion of any survey, monitoring or investigation works the undertaker must remove all equipment, apparatus and welfare facilities placed on the land in connection with such survey, monitoring or investigations.

(6) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) If either a highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the application for consent—

- (a) under paragraph (4)(a) in the case of a highway authority; or
  - (b) under paragraph (4)(b) in the case of a street authority;
- that authority is deemed to have granted consent.

#### Commencement Information

**I17** Art. 17 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 5

### Powers of acquisition

#### Compulsory acquisition of land

**18.**—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised project or to facilitate, or is incidental to, it.

(2) This article is subject to paragraph (2) of article 20 (compulsory acquisition of rights) and article 26 (temporary use of land for carrying out the authorised project).

#### Commencement Information

**I18** Art. 18 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Time limit for exercise of authority to acquire land compulsorily

**19.**—(1) After the end of the period of seven years beginning on the day on which this Order is made—

- (a) no notice to treat is to be served under Part 1 (which makes provision for compulsory purchase under the Acquisition of Land Act 1981) of the 1965 Act; and
- (b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act(32) as applied by article 22 (application of the 1981 Act).

(32) Section 4 was amended by sections 184 and 185 of, and paragraph 2 of Schedule 18 to, the Housing and Planning Act 2016 (c. 22).



(2) The authority conferred by article 26 (temporary use of land for carrying out the authorised project) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

**Commencement Information**

**I19** Art. 19 in force at 22.4.2022, see [art. 1\(2\)](#)

**Compulsory acquisition of rights**

**20.**—(1) Subject to paragraph (2) the undertaker may acquire compulsorily such rights or impose restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 18 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) Subject to the provisions of this article, article 21 (private rights) and article 28 (statutory undertakers), in the case of the Order land specified in column (1) of Schedule 7 (land in which only new rights etc. may be acquired), the undertaker’s powers of compulsory acquisition are limited to the acquisition of such new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column (2) of that Schedule.

(3) Subject to section 8 (other provisions as to divided land) of, and Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act, as substituted by paragraph 9 of Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions), where the undertaker creates a right or acquires an existing right over land or imposes a restrictive covenant under paragraph (1), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 8 has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of restrictive covenants.

(5) In any case where the acquisition of new rights or the imposition of restrictive covenants under paragraph (1) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

**Commencement Information**

**I20** Art. 20 in force at 22.4.2022, see [art. 1\(2\)](#)

**Private rights**

**21.**—(1) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition under article 18 (compulsory acquisition of land) cease to have effect in so far as their continuance would be inconsistent with the exercise of the powers under article 18—

- (a) as from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry)(33),

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 20 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

- (a) as from the date of the acquisition of the right or the imposition of the restrictive covenant by the undertaker (whether the right is acquired compulsorily, by agreement or through the grant of lease of the land by agreement); or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry) in pursuance of the right,

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 of the 2008 Act to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) This article does not apply in relation to any right to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 28 (statutory undertakers) applies.

(6) Paragraphs (1) to (3) have effect subject to—

- (a) any notice given by the undertaker before—
  - (i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;
  - (ii) the undertaker's appropriation of the land,
  - (iii) the undertaker's entry onto the land, or
  - (iv) the undertaker's taking temporary possession of the land,
 that any or all of those paragraphs do not apply to any right specified in the notice; or
- (b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.

(7) If an agreement referred to in paragraph (6)(b)—

- (a) is made with a person in or to whom the right is vested or belongs; and
- (b) is expressed to have effect also for the benefit of those deriving title from or under that person,

the agreement is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

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(33) Section 11(1) was amended by sections 186 to 188 of and Schedules 14 and 16 to, the Housing and Planning Act 2016 (c. 22), Schedule 4 to the Acquisition of Land Act 1981 (c. 67), Schedule 5 to the Church of England (Miscellaneous Provision) Measure 2006 No 1 and Schedule 1 to the Transfer of Tribunal Functions (Lands Tribunal and Miscellaneous Amendments) Order 2009/1307.

(8) Reference in this article to private rights over land includes reference to any trusts or incidents to which the land is subject.

**Commencement Information**

**I21** Art. 21 in force at 22.4.2022, see [art. 1\(2\)](#)

**Application of the 1981 Act**

**22.**—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(2) The 1981 Act, as applied by paragraph (1), has effect with the following modifications.

(3) In section 1 (application of act), for subsection (2), substitute—

“(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.”

(4) Section 5 (earliest date for execution of declaration) is omitted.

(5) Section 5A (time limit for general vesting declaration) is omitted.

(6) In section 5B (extension of time limit during challenge)—

(a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent)”; and

(b) for “the three year period mentioned in section 5A” substitute “the seven year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the East Anglia ONE North Offshore Wind Farm Order 2022”.

(7) In section 6 (notices after execution of declaration), in subsection (1)(b) for “section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981” substitute “section 134 (notice of authorisation of compulsory acquisition) of the Planning Act 2008”.

(8) In section 7 (constructive notice to treat), in subsection (1)(a), omit the words “(as modified by section 4 of the Acquisition of Land Act 1981)”.

(9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), for paragraph 1(2) substitute—

“(2) But see article 24(1) (acquisition of subsoil and airspace only) of the East Anglia ONE North Offshore Wind Farm Order 2022, which excludes the acquisition of subsoil or airspace from this Schedule.”.

(10) References to the 1965 Act in the 1981 Act must be construed as references to that Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and as modified by article 23 (application of Part 1 of the Compulsory Purchase Act 1965)) to the compulsory acquisition of land under this Order.

**Commencement Information**

**I22** Art. 22 in force at 22.4.2022, see [art. 1\(2\)](#)

**Modification of Part 1 of the Compulsory Purchase Act 1965**

**23.**—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

- (2) In section 4A(1) (extension of time limit during challenge)—
- (a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent)”; and
  - (b) for “the three year period mentioned in section 4” substitute “the seven year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the East Anglia ONE North Offshore Wind Farm Order 2022”.
- (3) In section 11A (powers of entry: further notice of entry)—
- (a) in subsection (1)(a), after “land” insert “under that provision”;
  - (b) in subsection (2), after “land” insert “under that provision”.
- (4) In section 22(2) (interests omitted from purchase), for “section 4 of this Act” substitute “article 19 (time limit for exercise of authority to acquire land compulsorily) of the East Anglia ONE North Offshore Wind Farm Order 2022”.

#### Commencement Information

**I23** Art. 23 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Acquisition of subsoil or airspace only

**24.**—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of, or the airspace over, the land referred to in article 18 (compulsory acquisition of land) or article 20 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole, or an interest in the whole, of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of or the airspace over, land under paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil or airspace only—

- (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act as modified by Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions);
- (b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and
- (c) Section 153(4A) (reference of objection to Upper Tribunal: general) of the 1990 Act.

(4) Paragraphs (2) and (3) do not apply where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

#### Commencement Information

**I24** Art. 24 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Rights under or over streets

**25.**—(1) The undertaker may enter on and appropriate so much of the subsoil of or air-space over any street within the Order limits as may be required for the purposes of the authorised project and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised project.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of [F6] questions of disputed compensation] ) of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 of the 1991 Act (sharing cost of necessary measures) applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

#### Textual Amendments

**F6** Words in [art. 25\(4\)](#) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), [art. 1\(2\)](#), [Sch.](#)

#### Commencement Information

**I25** Art. 25 in force at 22.4.2022, see [art. 1\(2\)](#)

### Temporary use of land for carrying out the authorised project

26.—(1) The undertaker may, in connection with the carrying out of the authorised project—

- (a) enter on and take temporary possession of—
  - (i) the land specified in column (2) of Schedule 9 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (3) of that Schedule; and
  - (ii) any other Order land in respect of which no notice of entry has been served under section 11 (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) of the 1981 Act;
- (b) remove any buildings, agricultural plant and apparatus, drainage, fences, debris and vegetation from that land;
- (c) construct temporary works (including the provision of means of access), haul roads, security fencing, bridges, structures and buildings on that land;
- (d) use the land for the purposes of a working site with access to the working site in connection with the authorised project; and
- (e) construct any works, or use the land, as specified in relation to that land in column 3 of Schedule 9 (land of which temporary possession may be taken), or any mitigation works or operations.

(2) Not less than 28 days before entering on and taking temporary possession of or using land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker must not remain in possession of any land under this article for longer than reasonably necessary and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article—

- (a) in the case of land specified in paragraph 1(a)(i) after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (4) of Schedule 9 (land of which temporary possession may be taken); or
- (b) in the case of land specified in paragraph 1(a)(ii) after the end of the period of one year beginning with the date of completion of the part of the authorised project for which temporary possession of the land was taken,

unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(4) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—

- (a) replace a building removed under this article; or
- (b) restore land on which any works have been constructed under paragraph (1)(e).

(5) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article.

(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, must be determined under Part 1 (determination of disputed compensation) of the 1961 Act.

(7) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the carrying out of the authorised project, other than loss or damage for which compensation is payable under paragraph (5).

(8) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i) except that the undertaker is not precluded from—

- (a) acquiring new rights or imposing restrictive covenants over any part of that land under article 20 (compulsory acquisition of rights) to the extent that such land is listed in column (1) of Schedule 7 (land in which only new rights etc. may be acquired); or
- (b) acquiring any part of the subsoil (or rights in the subsoil) of that land under article 24 (acquisition of subsoil or airspace only).

(9) Where the undertaker takes possession of or uses land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 of the 1965 Act (refusal to give possession to acquiring authority)(34) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

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#### Commencement Information

**I26** Art. 26 in force at 22.4.2022, see [art. 1\(2\)](#)

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(34) Section 13 was amended by Tribunals Courts and Enforcement Act 2007 (c. 15).



### Temporary use of land for maintaining authorised project

27.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised project, the undertaker may—

- (a) enter on and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised project; and
- (b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised project for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the maintenance of the authorised project, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

(11) In this article “the maintenance period”, in relation to any part of the authorised project, means—

- (a) the period of five years beginning with the date on which the authorised project first exports electricity to the national electricity transmission network except where the authorised development consists of the maintenance of any tree or shrub for which a 10 year replacement period is specified pursuant to requirement 15 (implementation and maintenance of landscaping), in which case “the maintenance period” means a period of 10 years beginning with the date on which that tree or shrub is first planted; and
- (b) any period falling between the date at which temporary possession is no longer permitted under article 26(3) and the date on which the authorised project first exports electricity to the national electricity transmission network.

#### Commencement Information

**I27** Art. 27 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Statutory undertakers

**28.** Subject to the provisions of Schedule 10 (protective provisions) the undertaker may—

- (a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plans within the Order land and described in the book of reference; and
- (b) extinguish the rights of, remove, relocate the rights of or reposition the apparatus belonging to statutory undertakers over or within the Order land.

#### Commencement Information

**I28** Art. 28 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Recovery of costs of new connections

**29.—(1)** Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 28 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 28, any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this paragraph—

“public communications provider” has the same meaning as in section 151(1) of the 2003 Act; and

“public utility undertaker” means a gas, water, electricity [<sup>F7</sup>or] sewerage undertaker.

#### Textual Amendments

**F7** Word in [art. 29\(4\)](#) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), [art. 1\(2\)](#), [Sch.](#)

#### Commencement Information

**I29** Art. 29 in force at 22.4.2022, see [art. 1\(2\)](#)



## PART 6

### Operations

#### Operation of generating station

**30.**—(1) The undertaker is hereby authorised to operate the generating station comprised in the authorised project.

(2) This article does not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required from time to time to authorise the operation of an electricity generating station.

#### Commencement Information

**I30** Art. 30 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Deemed marine licences under the 2009 Act

**31.** The marine licences set out in Schedules 13 (deemed licence under the 2009 Act – generation assets) and 14 (deemed licence under the 2009 Act – offshore transmission assets) are deemed to have been granted to the undertaker under Part 4 (marine licensing) of the 2009 Act for the licensed marine activities set out in Part 1, and subject to the conditions set out in Part 2, of each licence.

#### Commencement Information

**I31** Art. 31 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 7

### Miscellaneous and general

#### Application of landlord and tenant law

**32.**—(1) This article applies to—

- (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and
- (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants may prejudice the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

- (a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;

- (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or
- (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

**Commencement Information**

**I32** Art. 32 in force at 22.4.2022, see [art. 1\(2\)](#)

**Operational land for purposes of the 1990 Act**

**33.** Development consent granted by this Order is treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as not being operational land).

**Commencement Information**

**I33** Art. 33 in force at 22.4.2022, see [art. 1\(2\)](#)

**Felling or lopping of trees and removal of hedgerows**

**34.—(1)** Subject to article 35 (trees subject to tree preservation orders), the undertaker may fell or lop any tree or shrub within or overhanging the Order limits, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person’s entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(4) The undertaker may, for the purposes of the authorised project—

- (a) subject to paragraph (2) above, remove any hedgerows within the Order limits that may be required for the purposes of carrying out the authorised project; and
- (b) remove the important hedgerows as are within the Order limits and specified in Schedule 11 (hedgerows).

(5) In this article “hedgerow” and “important hedgerow” have the same meaning as in the Hedgerows Regulations 1997.

**Commencement Information**

**I34** Art. 34 in force at 22.4.2022, see [art. 1\(2\)](#)

### Trees subject to tree preservation orders

**35.**—(1) The undertaker may fell or lop any tree described in Schedule 12 (trees subject to tree preservation orders) or any tree within or overhanging land within the Order limits that is subject to a tree preservation order made after 25 June 2019, or cut back its roots if it reasonably believes it to be necessary in order to do so to prevent the tree—

- (a) from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project; or
- (b) from constituting an unacceptable source of danger (whether to children or to other persons).

(2) In carrying out any activity authorised by paragraph (1)—

- (a) the undertaker must not cause unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and
- (b) the duty contained in section 206(1) of the 1990 Act (replacement of trees) does not apply.

(3) The authority given by paragraph (1) constitutes a deemed consent under the relevant tree preservation order.

(4) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

#### Commencement Information

**I35** Art. 35 in force at 22.4.2022, see [art. 1\(2\)](#)

### Certification of plans etc.

**36.**—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of the documents listed in Schedule 17 (documents to be certified) for certification that they are true copies of the documents referred to in this Order.

(2) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

(3) Where a plan or document certified under paragraph (1)—

- (a) refers to a provision of this Order (including any specified requirement) when it was in draft form; and
- (b) identifies that provision by a number, or combination of numbers and letters, which is different from the number, or combination of numbers and letters by which the corresponding provision of this Order is identified in the Order as made

the reference in the plan or document concerned must be construed for the purposes of this Order as referring to the provision (if any) corresponding to that provision in the Order as made.

#### Commencement Information

**I36** Art. 36 in force at 22.4.2022, see [art. 1\(2\)](#)

### Arbitration

**37.**—(1) Subject to article 40 (saving provision for Trinity House), any dispute or difference arising out of or in connection with any provision of this Order, unless otherwise provided for, must

be referred to and settled in arbitration in accordance with the rules at Schedule 15 (arbitration rules) to this Order by a single arbitrator to be agreed between 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 the application of either party (after giving notice in writing to the other) by the Secretary of State.

(2) Any matter for which the consent or approval of the Secretary of State or the Marine Management Organisation is required under any provision of this Order shall not be subject to arbitration.

**Commencement Information**

**I37** Art. 37 in force at 22.4.2022, see [art. 1\(2\)](#)

**Requirements, appeals, etc.**

**38.** Schedule 16 (procedure for discharge of requirements) has effect in relation to all consents, agreements or approvals required or contemplated by the requirements within Part 3 of Schedule 1 (requirements) to this Order.

**Commencement Information**

**I38** Art. 38 in force at 22.4.2022, see [art. 1\(2\)](#)

**Abatement of works abandoned or decayed**

**39.** Where Work No. 1(a), Work No. 1(b), Work No. 2 or Work No. 3 or any part of those works is abandoned or allowed to fall into decay the Secretary of State may, following consultation with the undertaker, issue a written notice requiring the undertaker at its own expense to repair and restore or remove Work No. 1(a), Work No. 1(b), Work No. 2 or Work No. 3 or any relevant part of those works, without prejudice to any notice served under section 105(2) of the 2004 Act<sup>(35)</sup>. The notice may also require the restoration of the site of the relevant part(s) of Work No. 1(a), Work No. 1(b), Work No. 2 or Work No. 3 to a safe and proper condition within an area and to such an extent as may be specified in the notice.

**Commencement Information**

**I39** Art. 39 in force at 22.4.2022, see [art. 1\(2\)](#)

**Saving provisions for Trinity House**

**40.** Nothing in this Order prejudices or derogates from any of the rights, duties or privileges of Trinity House.

**Commencement Information**

**I40** Art. 40 in force at 22.4.2022, see [art. 1\(2\)](#)

(35) Section 105(2) was substituted by section 69(3) of the Energy Act 2008 (c. 32).

## Crown rights

**41.**—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any lessee or licensee to take, use, enter upon or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

- (a) belonging to Her Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;
- (b) belonging to Her Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or
- (c) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department.

(2) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and is deemed to have been given in writing where it is sent electronically.

### Commencement Information

**I41** Art. 41 in force at 22.4.2022, see [art. 1\(2\)](#)

## Protective provisions

**42.** Schedule 10 (protective provisions) has effect.

### Commencement Information

**I42** Art. 42 in force at 22.4.2022, see [art. 1\(2\)](#)

## Funding

**43.**—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any land unless it has first put in place either—

- (a) a guarantee in respect of the liabilities of the undertaker to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land; or
- (b) an alternative form of security for that purpose,

that has been approved by the Secretary of State.

(2) The provisions are—

- (a) article 18 (compulsory acquisition of land);
- (b) article 20 (compulsory acquisition of rights);
- (c) article 21 (private rights);
- (d) article 24 (acquisition of subsoil or airspace only);
- (e) article 25 (rights under or over streets);
- (f) article 26 (temporary use of land for carrying out the authorised project);
- (g) article 27 (temporary use of land for maintaining the authorised project); and
- (h) article 28 (statutory undertakers).

(3) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation under this Order is enforceable against the guarantor or person providing the alternative form of security by any person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

(4) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

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**Commencement Information**

**I43** Art. 43 in force at 22.4.2022, see [art. 1\(2\)](#)

**Offshore ornithology compensation provisions**

**44.** Schedule 18 (offshore ornithology compensation measures) has effect.

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**Commencement Information**

**I44** Art. 44 in force at 22.4.2022, see [art. 1\(2\)](#)

**Service of notices**

**45.—(1)** A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (5) to (8) by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to services by post) of the Interpretation Act 1978<sup>(36)</sup> as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at the time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having any interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by name or by the description of “owner”, or as the case may be “occupier”, of the land (describing it); and
- (b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

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(36) 1978 c. 30.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement will be taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within 7 days of receipt that the recipient requires a paper copy of all or part of that notice or other document the sender will provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of electronic communication given by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation will be final and will take effect on a date specified by the person in the notice but that date must not be less than 7 days after the date on which the notice is given.

(9) This article will not be taken to exclude the employment of any method of service not expressly provided for by it.

(10) In this article “legible in all material respects” means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.

**Commencement Information**

**I45** Art. 45 in force at 22.4.2022, see [art. 1\(2\)](#)

Signed by authority of the Secretary of State for Business, Energy and Industrial Strategy

*Gareth Leigh*  
Head of Energy Infrastructure Planning  
Department for Business, Energy and Industrial  
Strategy

## SCHEDULE 1

Article 2

## Authorised project

## PART 1

## Authorised development

**1.** A nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act which is located in the North Sea approximately 31 kilometres from the Suffolk coast, comprising—

*Work No. 1*

- (a) (a) an offshore wind turbine generating station with a gross electrical output capacity of over 100 MW comprising up to 67 wind turbine generators each fixed to the seabed by one of five foundation types (namely monopile, jacket on suction caissons, jacket on piles, suction caisson or gravity base), fitted with rotating blades and situated within the area shown on the works plans and further comprising (b) to (c) below;
- (b) (b) up to one meteorological mast fixed to the seabed within the area shown on the works plans by one of five foundation types (namely monopile, jacket on suction caissons, jacket on piles, suction caisson or gravity base); and
- (c) (c) a network of subsea inter-array cables within the area shown on the works plans between the wind turbine generators and between the wind turbine generators and Work No. 3 including one or more cable crossings,

and associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising—

*Work No. 2* — up to one construction, operation and maintenance platform fixed to the seabed within the area shown on the works plans by one of four foundation types (namely monopile, jacket on suction caissons, jacket on piles or gravity base);

*Work No. 3* — up to four offshore electrical platforms fixed to the seabed within the area shown on the works plans by one of four foundation types (namely monopile, jacket on suction caissons, jacket on piles or gravity base);

*Work No. 4* — a network of subsea platform link cables within the area shown on the works plans between the offshore electrical platforms comprising Work No. 3 and between the construction, operation and maintenance platform comprising Work No. 2 and the offshore electrical platforms comprising Work No. 3 for the transmission of electricity and electronic communications including one or more cable crossings;

*Work No. 5* — up to two subsea export cables between Work No. 3 and Work No. 6 within the area shown on the works plans including one or more cable crossings;

*Work No. 6* — landfall connection works consisting of up to two export cables and up to two separate fibre optic cables laid underground within two cable ducts between Work No. 5 and Work No. 8 within the area shown on the works plans;

*Work No. 7* — temporary construction consolidation sites and construction access;

*Work No. 8* — the onshore transmission works at the landfall consisting of—

- (a) up to two transition bays;
- (b) up to two export cables and up to two separate fibre optic cables laid underground within two cable ducts from Work No. 6 to the transition bays;



- (c) up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from the transition bays to Work No. 9;
- (d) a temporary horizontal directional drilling compound;
- (e) temporary construction consolidation sites;
- (f) construction of a haul road; and
- (g) access;

*Work No. 9* — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 8 to Work No. 11 including construction of a haul road and access.

*Work No. 10* — formation of a new access from Sizewell Gap including vegetation clearance to the south of Sizewell Gap;

*Work No. 11* — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 9 to Work No. 12 together with a temporary trenchless technique compound, temporary construction consolidation sites, construction of a haul road and access.

*Work No. 12* — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 11 to Work No. 13 including construction of a haul road and access.

*Work No. 12A* — temporary ecological mitigation works in accordance with the ecological management plan and associated access.

*Work No. 13* — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 12 to Work No. 16 together with a temporary trenchless technique compound, construction of a haul road and access.

*Work No. 14* — temporary ecological mitigation works in accordance with the ecological management plan and associated access.

*Work No. 15* — formation of a new access at Sizewell Gap including vegetation clearance and construction of an access track to Work No. 13.

*Work No. 16* — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 13 to Work No. 17 together with temporary construction consolidation sites, construction of a haul road and access.

*Work No. 17* — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 16 to Work No. 18 and crossing Thorpe Road (B1353) together with the construction of a haul road and access.

*Work No. 18* — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 17 to Work No. 19 together with temporary construction consolidation sites, construction of a haul road and access.

*Work No. 19* — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 18 to Work No. 20 and crossing Aldeburgh Road (B1122) together with the construction of a haul road and access and the formation of a new access at Aldeburgh Road including vegetation clearance.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

*Work No. 20* — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 19 to Work No. 21 together with the construction of a haul road and access and the formation of a new access at Aldeburgh Road including vegetation clearance.

*Work No. 21* — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 20 to Work No. 22 together with the construction of a haul road and access.

*Work No. 22* — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 21 to Work No. 23 together with temporary construction consolidation sites, construction of a haul road and access.

*Work No. 23* — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 22 to Work No. 26 together with the construction of a haul road and access and the formation of a new access at Snape Road (B1069) and a lay down area to the east of Snape Road.

*Work No. 24* — permanent ecological mitigation works in accordance with the ecological management plan and associated access.

*Work No. 25* — construction of bridleway to the west of Snape Road (B1069) connecting to the existing bridleway to the north including drainage works and fencing.

*Work No. 26* — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 23 to Work No. 31 and crossing Snape Road (B1069) together with the construction of a haul road and access and the formation of a new access at Snape Road (B1069).

*Work No. 27* — temporary construction consolidation sites and construction access;

*Work No. 28* — ecological mitigation works in accordance with the ecological management plan and associated access.

*Work No. 29* — permanent ecological mitigation works in accordance with the ecological management plan and associated access.

*Work No. 30* — a new onshore substation at Grove Wood, Friston.

*Work No. 31* — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 26 to Work No. 30 together with temporary construction consolidation sites, construction of a haul road, access and extension of permanent access comprised within Work No. 34.

*Work No. 32* — a connection consisting of up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 30 to Work No. 41 including a connection above ground and electrical engineering works within the national grid substation comprised within Work No. 41;

*Work No. 33* — landscaping works including bunding and planting together with drainage works, sustainable drainage system ponds, surface water management systems, formation of footpaths and access.

*Work No. 34* — formation of a new permanent access road from the B1121 north of Kiln Lane to the onshore substation and national grid substation including vegetation clearance on the eastern side of the road. Highway modifications and traffic management measures.

*Work No. 35* — highway alterations to the junctions between the A1094 and the B1121 and the A1094 and the B1069 including widening of the highway and vegetation clearance.

*Work No. 36* — highway alterations to the junction between the A12 and the A1094 including widening of the highway and vegetation clearance.

*Work No. 37* — highway alterations comprising reinforcement of bridge together with temporary construction works area and formation of access from the A12,

and in connection with Work Nos. 1 to 6 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as rock placement and the placement of concrete mattresses and frond mattresses;
- (c) dredging;
- (d) the removal of material from the seabed required for the construction of Work Nos. 1 to 6 and the disposal of inert material of natural origin and dredged material within the Order limits produced during construction drilling and seabed preparation for the installation of the foundations of the offshore structures or during seabed preparation for cable laying;

and in connection with such Work Nos. 6 to 37 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement, including—

- (a) haul roads, ramps, and other vehicular and pedestrian means of access, including creation of new tracks and footpaths, and widening, upgrades, alterations and improvements of existing roads, tracks and footpaths;
- (b) bunds, embankments, swales, landscaping and boundary treatments;
- (c) habitat creation;
- (d) spoil storage and associated control measures;
- (e) jointing bays, link boxes, cable protection, joint protection, manholes, marker posts, tiles and tape, lighting and other works associated with laying cables and pulling cables through cable ducts;
- (f) water supply works, foul drainage provision, surface water management systems, temporary drainage during installations of cables and culverting;
- (g) works to alter the position of apparatus, including mains, sewers, drains and cables;
- (h) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (i) landscaping and other works to mitigate adverse effects of the construction, maintenance or operation of the authorised project;
- (j) works for the benefit or protection of land affected by the authorised project;
- (k) working sites in connection with the construction of the authorised project, construction lay down areas and compounds and storage compounds;
- (l) works of restoration; and
- (m) fencing or other means of enclosure.

#### **Commencement Information**

**I46** Sch. 1 Pt. 1 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

2. A nationally significant infrastructure project as defined in sections 14 and 16 (electric lines) of the 2008 Act comprising—

*Work No. 38* — up to three cable sealing end compounds, one of which may include circuit breakers, comprising an electrical compound with electrical equipment and overhead line gantries to allow the connection of Work No. 41 to the overhead lines comprised within Work No. 39 together with cables connecting the national grid substation to the cable sealing ends, extension of the permanent access comprised within Work No. 34 and works to the overhead line pylons.

*Work No. 39* — replacement, upgrade and realignment works to the overhead line pylons in the vicinity of Work No. 38 together with up to one new additional overhead line pylon to the north west of the national grid substation comprised within Work No. 41.

*Work No. 40* — temporary realignment works to the overhead line pylons in the vicinity of Work No. 38.

and associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising—

*Work No. 41* — a new national grid substation to the north west of Work No. 30 at Grove Wood, Friston and extension of permanent access comprised within Work No. 34.

*Work No. 42* — temporary construction consolidation sites, access and extension of permanent access comprised within Work No. 34.

*Work No. 43* — temporary working areas for the purposes of constructing Work Nos. 39 and 40 including access.

*Work No. 34* — formation of a new permanent access road from the B1121 north of Kiln Lane to the onshore substation and national grid substation including vegetation clearance on the eastern side of the road, highway modifications and traffic management measures.

and in connection with such Work No. 34 and Work Nos. 38 to 43 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement, including—

- (a) haul roads, ramps, and other vehicular and pedestrian means of access, including creation of new tracks and footpaths, and widening, upgrades, alterations and improvements of existing roads, tracks and footpaths;
- (b) bunds, embankments, swales, landscaping and boundary treatments;
- (c) habitat creation;
- (d) spoil storage and associated control measures;
- (e) jointing bays, link boxes, cable protection, joint protection, manholes, marker posts, tiles and tape, lighting and other works associated with laying cables and pulling cables through cable ducts;
- (f) water supply works, foul drainage provision, surface water management systems, temporary drainage during installations of cables and culverting;
- (g) works to alter the position of apparatus, including mains, sewers, drains and cables;
- (h) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (i) landscaping and other works to mitigate adverse effects of the construction, maintenance or operation of the authorised project;
- (j) works for the benefit or protection of land affected by the authorised project;

- (k) working sites in connection with the construction of the authorised project, construction lay down areas and compounds and storage compounds;
- (l) works of restoration; and
- (m) fencing or other means of enclosure.

**Commencement Information**

**I47** Sch. 1 Pt. 1 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**3.** The grid coordinates for that part of the authorised project which is seaward of MHWS are specified below and more particularly shown on the Order limits boundary coordinates plan (offshore)—

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	52° 21 40.240N	02° 18 57.351E
2	52° 22 49.082N	02° 18 20.131E
3	52° 25 41.851N	02° 18 38.726E
4	52° 26 07.817N	02° 19 55.691E
5	52° 25 47.948N	02° 34 14.117E
6	52° 20 33.278N	02° 34 13.789E
7	52° 20 19.052N	02° 28 56.310E
8	52° 18 11.924N	02° 20 49.771E
9	52° 21 07.976N	02° 19 14.783E
10	52° 19 34.060N	02° 11 21.980E
11	52° 19 10.459N	02° 10 57.491E
12	52° 19 10.410N	02° 08 40.019E
13	52° 17 42.613N	02° 08 31.830E
14	52° 18 44.262N	02° 06 49.319E
15	52° 18 39.650N	01° 57 24.848E
16	52° 17 25.858N	01° 54 09.969E
17	52° 17 24.663N	01° 52 03.374E
18	52° 17 24.629N	01° 52 03.277E
19	52° 15 14.373N	01° 45 57.606E
20	52° 14 29.510N	01° 45 06.050E
21	52° 10 51.365N	01° 42 32.460E
22	52° 09 56.713N	01° 39 52.443E
23	52° 09 53.117N	01° 38 40.253E
24	52° 10 06.702N	01° 37 38.597E

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
25	52° 10 44.466N	01° 37 04.551E
26	52° 11 01.504N	01° 37 17.750E
27	52° 11 02.378N	01° 37 15.833E
28	52° 11 11.451N	01° 37 20.545E
29	52° 11 22.030N	01° 37 22.233E
30	52° 11 30.678N	01° 37 21.417E
31	52° 11 31.210N	01° 37 24.534E
32	52° 11 33.421N	01° 37 24.505E
33	52° 11 53.663N	01° 37 50.246E
34	52° 12 26.106N	01° 40 17.584E
35	52° 13 37.194N	01° 41 04.014E
36	52° 15 54.943N	01° 45 03.442E
37	52° 18 25.193N	01° 52 05.276E
38	52° 20 19.496N	01° 56 37.327E
39	52° 20 25.400N	02° 08 48.429E
40	52° 20 02.196N	02° 08 47.461E
41	52° 20 02.239N	02° 10 44.070E

#### Commencement Information

**I48** Sch. 1 Pt. 1 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

4. Notwithstanding the grid coordinates specified at paragraph 3 and notwithstanding anything to the contrary shown on the work plans referred to in this Part, no part of Work No. 1(a) or Work No. 1(b) may be carried out if it falls within 8 kilometres of the boundary of the Outer Thames Estuary Special Protection Area.

#### Commencement Information

**I49** Sch. 1 Pt. 1 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 2

### Ancillary works

1. Works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised development;

- (b) buoys, beacons, fenders and other navigational warning or ship impact protection works; and
- (c) temporary works for the benefit or protection of land or structures affected by the authorised development.

**Commencement Information**

**I50** Sch. 1 Pt. 2 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 3

### Requirements

#### Time limits

1. The authorised project must commence no later than the expiration of five years beginning with the date this Order comes into force.

**Commencement Information**

**I51** Sch. 1 Pt. 3 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Detailed offshore design parameters

2.—(1) Subject to sub-paragraph (2), wind turbine generators forming part of the authorised project must not—

- (a) exceed a height of 282 metres when measured from LAT to the tip of the vertical blade;
- (b) exceed a height of 175 metres to the height of the centreline of the generator shaft forming part of the hub when measured from LAT;
- (c) exceed a rotor diameter of 250 metres;
- (d) be less than 800 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 1,200 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind); and
- (e) have an air clearance height of less than 24 metres from MHWS.

(2) References to the location of a wind turbine generator in sub-paragraph (1) above are references to the centre point of that turbine.

**Commencement Information**

**I52** Sch. 1 Pt. 3 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

3.—(1) The total number of offshore electrical platforms forming part of the authorised project must not exceed four.

- (2) The total number of construction, operation and maintenance platforms must not exceed one.
- (3) The total number of meteorological masts must not exceed one.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(4) The dimensions of any offshore electrical platform forming part of the authorised project (excluding towers, helipads, masts and cranes) must not exceed 50 metres in height when measured from LAT, 70 metres in length and 50 metres in width.

(5) The dimensions of any construction, operation and maintenance platform forming part of the authorised project (excluding towers, helipads, masts and cranes) must not exceed 50 metres in height when measured from LAT, 70 metres in length and 50 metres in width.

(6) The meteorological mast must not exceed a height of 175 metres above LAT.

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**Commencement Information**

**I53** Sch. 1 Pt. 3 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

4.—(1) The total length of the inter-array cables comprised within Work No. 1(c) must not exceed 200 kilometres.

(2) The total length of the platform link cables comprised within Work No. 4 must not exceed 75 kilometres.

(3) The total length of the export cables comprised within Work Nos. 5 and 6 must not exceed 152 kilometres.

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**Commencement Information**

**I54** Sch. 1 Pt. 3 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

5.—(1) In relation to a wind turbine generator, each gravity base foundation must not have a diameter at the level of the seabed which is more than 60 metres.

(2) In relation to a wind turbine generator, each suction caisson foundation must not have a diameter at the level of the seabed which is more than 35 metres.

(3) In relation to a wind turbine generator, each jacket foundation must not have—

- (a) a pile diameter which is more than 4.6 metres in the case of pin piles or a suction caisson diameter which is more than 16 metres;
- (b) more than four piles or more than four suction caissons; and
- (c) more than four legs.

(4) In relation to a wind turbine generator, each monopile foundation must not have a diameter which is more than 15 metres.

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**Commencement Information**

**I55** Sch. 1 Pt. 3 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

6.—(1) In relation to a meteorological mast, each gravity base foundation must not have a footprint at the seabed which is more than 315 m<sup>2</sup>.

(2) In relation to a meteorological mast, each suction caisson foundation must not have a footprint at the seabed which is more than 177 m<sup>2</sup>.

(3) In relation to a meteorological mast, each jacket foundation must not have a footprint at the seabed which is more than 651 m<sup>2</sup>.



(4) In relation to a meteorological mast, each monopile foundation must not have a footprint at the seabed which is more than 51 m<sup>2</sup>.

**Commencement Information**

**I56** Sch. 1 Pt. 3 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

7.—(1) In relation to each offshore electrical platform, the gravity base foundations must not have a total footprint at the seabed which is more than 4,800 m<sup>2</sup>.

(2) In relation to each offshore electrical platform, the jacket foundations must not have a total footprint at the seabed which is more than 5,676 m<sup>2</sup>.

(3) In relation to each offshore electrical platform, the monopile foundations must not have a total footprint at the seabed which is more than 177 m<sup>2</sup>.

**Commencement Information**

**I57** Sch. 1 Pt. 3 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

8.—(1) In relation to a construction, operation and maintenance platform, the gravity base foundations must not have a total footprint of more than 4,800 m<sup>2</sup>.

(2) In relation to a construction, operation and maintenance platform, the jacket foundations must not have a total footprint at the seabed which is more than 5,676 m<sup>2</sup>.

(3) In relation to any construction, operation and maintenance platform, the monopile foundation must not have a total footprint at the seabed which is more than 177 m<sup>2</sup>.

**Commencement Information**

**I58** Sch. 1 Pt. 3 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

9. The total amount of scour protection for the wind turbine generators, construction, operation and maintenance platform, meteorological mast and offshore electrical platform forming part of the authorised project must not exceed 1,428,854 m<sup>2</sup>.

**Commencement Information**

**I59** Sch. 1 Pt. 3 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

**Commencement Information**

**I52** Sch. 1 Pt. 3 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**I53** Sch. 1 Pt. 3 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

**I54** Sch. 1 Pt. 3 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

**I55** Sch. 1 Pt. 3 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

**I56** Sch. 1 Pt. 3 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

**I57** Sch. 1 Pt. 3 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

**I58** Sch. 1 Pt. 3 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

**I59** Sch. 1 Pt. 3 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

### Offshore decommissioning

**10.** No offshore works may commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) of the 2004 Act<sup>(37)</sup> has been submitted to the Secretary of State for approval.

#### Commencement Information

**I60** Sch. 1 Pt. 3 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

### Stages of authorised development onshore

**11.—**(1) The transmission works may not be commenced until a written scheme setting out the stages of the transmission works has been submitted to, and approved by, the relevant planning authority.

(2) The grid connection works may not be commenced until a written scheme setting out the stages of the grid connection works has been submitted to, and approved by, the relevant planning authority.

(3) Any amendments to the approved written schemes must be submitted to, and approved by, the relevant planning authority.

(4) The written schemes specified in sub-paragraphs (1) and (2) must be implemented as approved. The approved details shall be taken to include any amendments that may subsequently be approved in accordance with sub-paragraph (3).

#### Commencement Information

**I61** Sch. 1 Pt. 3 para. 11 in force at 22.4.2022, see [art. 1\(2\)](#)

### Detailed design parameters onshore

**12.—**(1) No stage of Work No. 30 may commence until details of the layout, scale and external appearance of the onshore substation have been submitted to and approved by the relevant planning authority in consultation with Suffolk County Council. Work No. 30 must be carried out in accordance with the approved details.

(2) No stage of Work No. 30 may commence until written details of the specification of plant, and any noise mitigation proposed in respect of Work No. 30 together with updated modelling, have been submitted to and approved in writing by the relevant planning authority in consultation with Suffolk County Council. Work No. 30 must thereafter be implemented in accordance with the approved details.

(3) No stage of the national grid substation comprised within Work No. 41 may commence until details of the layout, scale and external appearance of the national grid substation have been submitted to and approved by the relevant planning authority in consultation with Suffolk County Council. Work No. 41 must be carried out in accordance with the approved details.

(4) No stage of the cable sealing end compounds comprised within Work No. 38 may commence until details of the layout, scale and external appearance of the cable sealing end compounds have

<sup>(37)</sup> Section 105(2) was substituted by section 69(3) of the Energy Act 2008 (c. 32).

been submitted to and approved by the relevant planning authority in consultation with Suffolk County Council. Work No. 38 must be carried out in accordance with the approved details.

(5) Any details provided by the undertaker pursuant to sub-paragraphs (1), (2), (3) and (4) must accord with the substations design principles statement and be within the Order limits.

(6) To the extent comprised within the onshore substation—

- (a) buildings must not exceed a height of 14 metres above finished ground level;
- (b) external electrical equipment, with the exception of lightning protection masts, must not exceed a height of 14 metres above finished ground level;
- (c) lightning protection masts must not exceed a height of 20 metres above finished ground level; and
- (d) the maximum number of lightning protection masts must not exceed six.

(7) Buildings comprised within the national grid substation must not exceed—

- (a) where AIS substation arrangement is used, a height of 6 metres above finished ground level; and
- (b) where GIS substation arrangement is used, a height of 16 metres above finished ground level.

(8) External electrical equipment comprised within the national grid substation must not exceed a height of 16 metres above finished ground level.

(9) To the extent comprised within the cable sealing end compounds comprised within Work No. 38—

- (a) the overhead line gantries must not exceed a height of 16 metres above finished ground level; and
- (b) electrical equipment (excluding the overhead line gantries) must not exceed a height of 14.5 metres above finished ground level.

(10) For the purposes of [F8sub-paragraphs](6) to (9), ‘finished ground level’ will be defined in accordance with the substations design principles statement .

(11) The maximum number of new additional overhead line pylons comprised within Work No. 39 must not exceed one and the maximum number of permanently relocated and/or reconstructed overhead line pylons comprised within Work No. 39 must not exceed three.

(12) The maximum height of any additional, relocated or reconstructed overhead line pylons must not exceed 59.2 metres.

(13) The width of the new permanent access road comprised within Work No. 34 must not exceed 7 metres.

(14) The fenced compound area (excluding its accesses) for the onshore substation must not exceed 32,300 m<sup>2</sup>.

(15) The fenced compound area (excluding its accesses) for the national grid substation must not exceed—

- (a) where AIS substation arrangement is used, 44,950 m<sup>2</sup>; and
- (b) where GIS substation arrangement is used, 16,800 m<sup>2</sup>.

(16) The fenced compound area (excluding its accesses) for the cable sealing end compounds comprised within Work No. 38 must not exceed—

- (a) 5,000m<sup>2</sup> where the cable sealing end compound includes circuit breakers; and
- (b) 2,500m<sup>2</sup> where the cable sealing end compound does not include circuit breakers.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(17) The total footprint of the construction consolidation sites comprised within the following works must not exceed the following—

<i>Work</i>	<i>Total footprint of construction consolidation sites</i>
Work Nos. 7 and 8 (combined)	7,040 m <sup>2</sup>
Work No. 11	7,040 m <sup>2</sup>
Work No. 16	7,040 m <sup>2</sup>
Work No. 18	3,000 m <sup>2</sup>
Work No. 22	3,000 m <sup>2</sup>
Work No. 27	16,500 m <sup>2</sup>
Work No. 31	17,100 m <sup>2</sup>
Work No. 42	23,350 m <sup>2</sup>

(18) The working width of the onshore cable route must not exceed 32 metres, save in respect of the following—

- (a) where the cables cross the Sandlings SPA the working width of the onshore cable route must not exceed—
  - (i) 16.1 metres, in the event that open cut trenching is used;
  - (ii) 90 metres, in the event that a trenchless technique is used;
- (b) where the cables cross the Hundred River the working width of the onshore cable route must not exceed 34 metres for a distance of 40 metres from the banks of the river;
- (c) where the cables cross the woodland to the west of Aldeburgh Road the working width of the onshore cable route must not exceed 16.1 metres;
- (d) where the cables cross an important hedgerow specified in Part 2 of Schedule 11 (important hedgerows that will be crossed using a reduced working width) the working width of the onshore cable route must not exceed 16.1 metres;
- (e) where the cables are within 418 metres of a transition bay forming part of Work No. 8, the working width of the onshore cable route must not exceed 113 metres; and
- (f) where the cables cross the woodland to the east of Aldeburgh Road the working width of the onshore cable route must not exceed 16.1 metres between Aldeburgh Road and the point 40 metres from the western bank of the Hundred River.

(19) Jointing bays must not be installed within 55 metres of a building used as a dwelling-house.

(20) Where open cut trenching is used to cross the Sandlings SPA, Work Nos. 11 and 13 must not include trenchless technique compounds.

(21) The ducts and cables comprised within Work No. 6 must be installed using horizontal directional drilling.

#### **Textual Amendments**

**F8** Word in Sch. 1 Pt. 3 para. 12(10) substituted (22.12.2022) by The East Anglia ONE North Offshore Wind Farm (Correction) Order 2022 (S.I. 2022/1398), art. 1(2), Sch.

**Commencement Information**

**I62** Sch. 1 Pt. 3 para. 12 in force at 22.4.2022, see [art. 1\(2\)](#)

**Landfall construction method statement and monitoring plan**

**13.**—(1) No part of Work Nos. 6 or 8 may commence until the following have been submitted to and approved by the relevant planning authority in consultation with the relevant statutory nature conservation body and, in respect of sub-paragraph (a) and to the extent that it relates to works seaward of mean high water springs, the marine management organisation—

- (a) a landfall construction method statement for the construction of that part of Work No. 6 or Work No. 8 (which accords with the outline landfall construction method statement); and
- (b) a landfall monitoring plan (which accords with the outline landfall monitoring plan contained within appendix 2 of the outline landfall construction method statement).

(2) The landfall construction method statement and the landfall monitoring plan must be implemented as approved.

(3) In the event that inspections carried out in accordance with the landfall monitoring plan indicate that, as a result of the rate and extent of landfall erosion, Work Nos. 6 or 8 could become exposed during the operation of the authorised project the undertaker must, as soon as practicable, submit proposals in writing for remedial works or mitigation measures to protect Work Nos. 6 or 8 from coastal retreat, together with a timetable for their implementation, to the relevant planning authority for approval in consultation with the relevant statutory nature conservation body and the remedial works or mitigation measures must be implemented as approved.

**Commencement Information**

**I63** Sch. 1 Pt. 3 para. 13 in force at 22.4.2022, see [art. 1\(2\)](#)

**Provision of landscaping**

**14.**—(1) No stage of the onshore works may commence until for that stage a written landscape management plan and associated work programme (which accords with the outline landscape and ecological management strategy and includes details of the ongoing maintenance and management of the landscaping works) has been submitted to and approved by the relevant planning authority.

(2) The written landscape management plan(s) and associated work programme(s) must be implemented as approved.

**Commencement Information**

**I64** Sch. 1 Pt. 3 para. 14 in force at 22.4.2022, see [art. 1\(2\)](#)

**Implementation and maintenance of landscaping**

**15.**—(1) All landscaping works must be carried out and maintained in accordance with the landscape management plan(s) approved under requirement 14 (provision of landscaping), and in accordance with the relevant recommendations of appropriate British Standards.

(2) Any tree or shrub planted as part of an approved landscape management plan that, within a period of five years (save in relation to Work Nos. 19, 24, 29 and 33, for which the relevant period is ten years) after planting, is removed, dies or becomes, in the opinion of the relevant planning

authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless alternative timing or a different specimen is otherwise approved by the relevant planning authority.

#### Commencement Information

**I65** Sch. 1 Pt. 3 para. 15 in force at 22.4.2022, see [art. 1\(2\)](#)

### Highway accesses

**16.**—(1) Construction of any access must not begin until written details (which accord with the outline access management plan) of the siting, design, layout and any access management measures for any new, permanent or temporary means of access to a highway to be used by vehicular traffic, or any alteration to an existing means of access to a highway used by vehicular traffic, has been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority.

(2) The highway accesses must be constructed or altered and the works described in [<sup>F9</sup>sub-paragraph] (1) above in relation to access management measures must be carried out, as the case may be, in accordance with the approved details before they are brought into use for the purposes of the authorised project.

#### Textual Amendments

**F9** Word in [Sch. 1 Pt. 3 para. 16\(2\)](#) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), [art. 1\(2\)](#), [Sch.](#)

#### Commencement Information

**I66** Sch. 1 Pt. 3 para. 16 in force at 22.4.2022, see [art. 1\(2\)](#)

### Fencing and other means of enclosure

**17.**—(1) No stage of the onshore works may commence until for that stage written details of all proposed permanent and temporary fences, walls or other means of enclosure of the onshore works have been submitted to and approved by the relevant planning authority.

(2) All fencing and other means of enclosure of the onshore works must be in accordance with the approved details.

(3) Any temporary fencing must be removed on completion of the relevant stage of the onshore works unless otherwise approved by the relevant planning authority.

(4) Any approved permanent fencing in relation to the onshore substation comprised within Work No. 30, the national grid substation comprised within Work No. 41 and the sealing end compounds comprised within Work No. 38 must be completed before the respective substation or sealing end compound is brought into use and must be maintained for the operational lifetime of the work to which it relates.

#### Commencement Information

**I67** Sch. 1 Pt. 3 para. 17 in force at 22.4.2022, see [art. 1\(2\)](#)

## Contaminated land and groundwater

**18.**—(1) No stage of the onshore works shall commence until a written scheme applicable to that stage, to mitigate the potential for release of contaminants within the Order limits has, after consultation with the Environment Agency, been submitted to and approved by the relevant planning authority.

(2) The scheme must include an investigation and assessment report, prepared by a specialist consultant approved by the relevant planning authority, to identify the extent of any contamination within the Order limits comprised in that stage and mitigation measures to be undertaken to limit impacts arising from the potential release of contaminants.

(3) The written scheme referred to in sub-paragraph (1) must be implemented as approved.

### Commencement Information

**I68** Sch. 1 Pt. 3 para. 18 in force at 22.4.2022, see [art. 1\(2\)](#)

## Pre-commencement archaeology execution plan

**19.**—(1) No intrusive onshore preparation works (including pre-commencement archaeological surveys, archaeological investigations or site preparation works in respect of such surveys or investigations) may be carried out until a pre-commencement archaeology execution plan (which accords with the outline pre-commencement archaeology execution plan and the outline written scheme of investigation (onshore archaeology)) in respect of those works has been submitted to and approved by Suffolk County Council in consultation with the relevant planning authority.

(2) Intrusive onshore preparation works must be carried out in accordance with the approved plan.

### Commencement Information

**I69** Sch. 1 Pt. 3 para. 19 in force at 22.4.2022, see [art. 1\(2\)](#)

## Archaeology

**20.**—(1) No stage of the onshore works may commence until for that stage a written scheme of archaeological investigation (which accords with the outline written scheme of investigation (onshore archaeology) and is informed by the pre-commencement archaeological surveys) has, after consultation with Historic England, been submitted to and approved by Suffolk County Council in consultation with the relevant planning authority.

(2) In the event that site investigation is required, the scheme must include details of the following—

- (a) an assessment of significance and research questions;
- (b) the programme and methodology of site investigation and recording;
- (c) the programme for post investigation assessment;
- (d) provision to be made for analysis of the site investigation and recording;
- (e) provision to be made for publication and dissemination of the analysis and records of the site investigation;
- (f) provision to be made for archive deposition of the analysis and records of the site investigation; and



(g) nomination of a competent person or persons/organisation to undertake the works set out within the written scheme of investigation.

(3) Any archaeological works or watching brief must be carried out in accordance with the approved written scheme of archaeological investigation for that stage.

(4) In the event that site investigation is required, the site investigation and post investigation assessment must be completed for that stage in accordance with the programme set out in the written scheme of archaeological investigation and provision made for analysis, publication and dissemination of results and archive deposition secured for that stage.

#### Commencement Information

**I70** Sch. 1 Pt. 3 para. 20 in force at 22.4.2022, see [art. 1\(2\)](#)

### Ecological management plan

**21.**—(1) No stage of the onshore works may commence until for that stage a written ecological management plan (which accords with the outline landscape and ecological management strategy) reflecting pre-construction survey results, and the ecological mitigation measures included in the environmental statement and including—

- (a) a breeding bird protection plan;
- (b) an arboricultural method statement;
- (c) an invasive species method statement;
- (d) where appropriate, a special protection area crossing method statement (which accords with the outline SPA crossing method statement); and

[<sup>F10</sup>(e) a precautionary method of working for reptiles]

has been submitted to and approved by the relevant planning authority in consultation with the relevant statutory nature conservation body.

(2) Onshore preparation works may not be carried out until a written ecological management plan (which accords with the outline landscape and ecological management strategy) for those works reflecting survey results and the ecological mitigation measures included in the environmental statement has been submitted to and approved by the relevant planning authority in consultation with the relevant statutory nature conservation body.

(3) The ecological management plan(s) must include an implementation timetable and must be carried out as approved.

#### Textual Amendments

**F10** Words in Sch. 1 Pt. 3 para. 21(1)(e) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), [Sch.](#)

#### Commencement Information

**I71** Sch. 1 Pt. 3 para. 21 in force at 22.4.2022, see [art. 1\(2\)](#)

### Code of construction practice

**22.**—(1) No stage of the onshore works may commence until for that stage a code of construction practice (which must accord with the outline code of construction practice) has been submitted to and approved by the relevant discharging authority.



- (2) The code of construction practice must include—
- (a) a surface water and drainage management plan;
  - (b) a flood management plan;
  - (c) a construction phase noise and vibration management plan;
  - (d) a site waste management plan;
  - (e) a soil management plan including method statements for soil handling;
  - (f) an air quality management plan;
  - (g) a materials management plan;
  - (h) a pollution prevention and response plan including a groundwater protection method statement and construction method statements for the protection of onshore water;
  - (i) a stakeholder communications plan;
  - (j) an artificial light emissions management plan;
  - (k) a watercourse crossing method statement (which accords with the outline watercourse crossing method statement); and
  - (l) a Sizewell Gap construction method statement (which accords with the outline Sizewell Gap construction method statement).

(3) The relevant discharging authority is the relevant planning authority, except in relation to any surface water and drainage management plan prepared under requirements 22(2)(a) or flood management plan prepared under requirement 22(2)(b), where it is the relevant lead local flood authority.

(4) The code of construction practice approved in relation to the relevant stage of the onshore works must be followed in relation to that stage of the onshore works.

(5) In approving the code of construction practice the relevant discharging authority must consult with the relevant planning authority in relation to the following plans—

- (a) the surface water and drainage management plan; and
- (b) the flood management plan.

(6) In approving the code of construction practice the relevant discharging authority must consult with the relevant statutory nature conservation body in relation to the watercourse crossing method statement and in relation to the following plans to the extent that they relate to the Works Nos. specified—

- (a) the surface water and drainage management plan in respect of Work Nos. 7 to 14 and Work No. 19;
- (b) the construction phase noise and vibration management plan in respect of Work Nos. 7 to 14;
- (c) the soil management plan in respect of Work No. 12 and Work No. 12A;
- (d) the pollution prevention and response plan in respect of Work Nos. 7 to 14 and Work No. 19; and
- (e) the artificial light emissions management plan in respect of Work Nos. 7 to 14.

**Commencement Information**

**I72** Sch. 1 Pt. 3 para. 22 in force at 22.4.2022, see [art. 1\(2\)](#)

### Construction hours for the transmission works

**23.**—(1) Construction work for the transmission works must only take place between 0700 hours and 1900 hours Monday to Friday and 0700 hours and 1300 hours on Saturdays, with no activity on Sundays or bank holidays, except as specified in sub-paragraph (2).

(2) Outside the hours specified in [F11 sub-paragraph] (1), construction work may be undertaken for essential activities including but not limited to—

- (a) continuous periods of operation that are required as assessed in the environmental statement, such as concrete pouring, dewatering, cable pulling, cable jointing and drilling during the operation of a trenchless technique;
- (b) internal fitting out works associated with the onshore substation;
- (c) delivery to the transmission works of abnormal loads that may cause congestion on the local road network;
- (d) the testing or commissioning of any electrical plant or cables installed as part of the authorised development; and
- (e) activity necessary in the instance of an emergency where there is a risk to persons, delivery of electricity or property.

(3) With the exception of activities undertaken in accordance with sub-paragraph (2)(e), the timing and duration of construction work undertaken in accordance with sub-paragraph (2) and, where works do not fall within sub-paragraphs (2)(a) to (2)(e), whether such works are essential, must be approved by the relevant planning authority in writing in advance, and must be carried out within the approved time.

#### Textual Amendments

**F11** Word in [Sch. 1 Pt. 3 para. 23\(2\)](#) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), [Sch.](#)

#### Commencement Information

**I73** Sch. 1 Pt. 3 para. 23 in force at 22.4.2022, see [art. 1\(2\)](#)

### Construction hours for the grid connection works

**24.**—(1) Construction work for the grid connection works must only take place between 0700 hours and 1900 hours Monday to Friday and 0700 hours and 1300 hours on Saturdays, with no activity on Sundays or bank holidays, except as specified in sub-paragraph (2).

(2) Outside the hours specified in sub-paragraph (1), construction work may be undertaken for essential activities including but not limited to—

- (a) continuous periods of operation that are required as assessed in the environmental statement, such as concrete pouring and the installation and removal of conductors, pilot wires and associated protective netting across highways or public footpaths;
- (b) internal fitting out works associated with the national grid substation;
- (c) the completion of construction activities commenced during the approved working hours which cannot safely be stopped;
- (d) the testing or commissioning of any electrical plant installed as part of the authorised development; and
- (e) activity necessary in the instance of an emergency where there is a risk to persons or property.

(3) With the exception of activities undertaken in accordance with sub-paragraph (2)(e), the timing and duration of construction work undertaken in accordance with sub-paragraph (2) and, where works do not fall within sub-paragraphs (2)(a) to (2)(e), whether such works are essential, must be approved by the relevant planning authority in writing in advance, and must be carried out within the approved time.

**Commencement Information**

**I74** Sch. 1 Pt. 3 para. 24 in force at 22.4.2022, see [art. 1\(2\)](#)

**Control of artificial light emissions during operational phase**

**25.—**(1) Work No. 30 must not begin operation until an operational artificial light emissions management plan providing details of artificial light emissions during the operation of Work No. 30, including measures to minimise lighting pollution and the hours of lighting, has been submitted to and approved by the relevant planning authority.

(2) The approved operational artificial light emissions management plan must be implemented upon, and maintained during, the operation of Work No. 30.

(3) Work No. 41 must not begin operation until an operational artificial light emissions management plan providing details of artificial light emissions during the operation of Work No. 41, including measures to minimise lighting pollution and the hours of lighting, has been submitted to and approved by the relevant planning authority.

(4) The approved operational artificial light emissions management plan must be implemented upon, and maintained during, the operation of Work No. 41.

(5) Work No. 38 must not begin operation until an operational artificial light emissions management plan providing details of artificial light emissions during the operation of Work No. 38, including measures to minimise lighting pollution and the hours of lighting, has been submitted to and approved by the relevant planning authority.

(6) The approved operational artificial light emissions management plan must be implemented upon, and maintained during, the operation of Work No. 38.

**Commencement Information**

**I75** Sch. 1 Pt. 3 para. 25 in force at 22.4.2022, see [art. 1\(2\)](#)

**Onshore preparation works management plan**

**26.—**(1) Prior to carrying out specified onshore preparation works, an onshore preparation works management plan in respect of those works (which accords with appendix 1 of the outline code of construction practice) must be submitted to and approved by the relevant planning authority in consultation with Suffolk County Council.

(2) The specified onshore preparation works must be carried out in accordance with the approved onshore preparation works management plan.

(3) For the purposes of this requirement, “specified onshore preparation works” means operations consisting of site clearance, demolition work, early planting of landscaping works, intrusive ecological mitigation, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of temporary means of enclosure, creation of site accesses, footpath creation and erection of welfare facilities.

### Commencement Information

**I76** Sch. 1 Pt. 3 para. 26 in force at 22.4.2022, see [art. 1\(2\)](#)

### Control of noise during operational phase

**27.**—(1) The combined noise rating level for the standard operation of Work No. 30 cumulatively with the standard operation of the new national grid substation and the East Anglia TWO onshore substation must not exceed—

- (a) 32dB LAeq (15 min) at any time at a free field location immediately adjacent to the following noise sensitive locations—
  - (i) 1 Woodside Cottages, Grove Road (641837, 261172);
  - (ii) Woodside Barn Cottages, Church Road (641237, 260645);
- (b) 31dB LAeq (15 min) at any time at a free field location immediately adjacent to the noise sensitive location—
  - Little Moor Farm, Knodishall (641228, 261676).

(2) Work No. 30 must not operate at the same time as the new national grid substation or the East Anglia TWO onshore substation until a scheme for monitoring compliance with the noise rating levels set out in sub-paragraph (1) above has been submitted to and approved by the relevant planning authority. The scheme must be based on principles set out in BS 4142:2014+A1:2019. The reference method set out in Annex D to BS 4142:2014+A1:2019 shall be used in the assessment of whether tonal penalties apply. The scheme must identify—

- (a) the required meteorological and other conditions under which the measurements will be taken, acknowledging that data obtained during emergency operation or testing of certain plant and equipment is not to be taken in to account;
- (b) suitable monitoring locations (and alternative surrogate locations if appropriate); and
- (c) times when the monitoring is to take place

to demonstrate that the noise levels have been achieved after—

- (d) initial commencement of—
  - (i) Work No. 30, the new national grid substation and the East Anglia TWO onshore substation all operating at the same time; and
  - (ii) where Work No. 30 begins operation before the East Anglia TWO onshore substation, Work No. 30 and the new national grid substation operating at the same time; and
- (e) six months after—
  - (i) Work No. 30, the new national grid substation and the East Anglia TWO onshore substation have all been operating cumulatively at full capacity; and
  - (ii) where Work No. 30 begins operation at least six months before the East Anglia TWO onshore substation, both Work No. 30 and the new national grid substation have been operating cumulatively at full capacity.

(3) The monitoring scheme must be implemented as approved.

(4) For the purposes of this requirement—

- (a) “East Anglia TWO onshore substation” means the onshore substation comprised within Work No. 30 of the East Anglia TWO Order;

- (b) “new national grid substation” means the national grid substation comprised within Work No. 41 of this Order and Work No. 41 of the East Anglia TWO Order; and
- (c) “standard operation” means the ordinary operation of the substations excluding emergency operation and the testing of plant and equipment associated with emergency operation.

**Commencement Information**

**I77** Sch. 1 Pt. 3 para. 27 in force at 22.4.2022, see [art. 1\(2\)](#)

**Traffic**

**28.**—(1) No stage of the onshore works may commence until for that stage the following have been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority—

- (a) a construction traffic management plan which must be in accordance with the outline construction traffic management plan; and
- (b) a travel plan which must be in accordance with the outline travel plan.

(2) The plans approved under [<sup>F12</sup>sub-paragraph] (1) must be implemented upon commencement of the relevant stage of the onshore works.

**Textual Amendments**

**F12** Word in [Sch. 1 Pt. 3 para. 28\(2\)](#) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), [art. 1\(2\)](#), [Sch.](#)

**Commencement Information**

**I78** Sch. 1 Pt. 3 para. 28 in force at 22.4.2022, see [art. 1\(2\)](#)

**Restoration of land used temporarily for construction**

**29.** Any land landward of mean low water springs within the Order limits which is used temporarily for construction of the onshore works and not ultimately incorporated in permanent works or approved landscaping must be reinstated, in accordance with such details as the relevant planning authority in consultation with the relevant highway authority may approve, within twelve months of completion of the relevant stage of the onshore works or such other period as the relevant planning authority may approve.

**Commencement Information**

**I79** Sch. 1 Pt. 3 para. 29 in force at 22.4.2022, see [art. 1\(2\)](#)

**Onshore decommissioning**

**30.**—(1) The undertaker must notify the relevant planning authority of the permanent cessation of commercial operation of the transmission works within 14 days following the date of permanent cessation.

(2) Within six months following the permanent cessation of commercial operation of the transmission works an onshore decommissioning plan in respect of the transmission works must

be submitted to and approved by the relevant planning authority in consultation with the relevant highway authority and the relevant statutory nature conservation body.

(3) The undertaker must notify the relevant planning authority of the permanent cessation of commercial operation of the grid connection works within 14 days following the date of permanent cessation.

(4) Within six months following the permanent cessation of commercial operation of the grid connection works an onshore decommissioning plan in respect of the grid connection works must be submitted to and approved by the relevant planning authority in consultation with the relevant highway authority and the relevant statutory nature conservation body.

(5) The decommissioning plans must be implemented as approved.

#### Commencement Information

**180** Sch. 1 Pt. 3 para. 30 in force at 22.4.2022, see [art. 1\(2\)](#)

### Aviation Lighting

**31.**—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by Air Navigation Order 2016(**38**) and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) Such lights will be operated at the lowest permissible lighting intensity level.

#### Commencement Information

**181** Sch. 1 Pt. 3 para. 31 in force at 22.4.2022, see [art. 1\(2\)](#)

### Public rights of way

**32.**—(1) No stage of the authorised development or onshore preparation works that would affect a public right of way specified in Schedule 3 (public rights of way to be temporarily stopped up) or Schedule 4 (footpaths to be stopped up) is to be undertaken until a public rights of way strategy in respect of that stage and in accordance with the outline public rights of way strategy, including the specification for the making up of an alternative right of way (where appropriate) has been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority.

(2) Any alternative public rights of way must be implemented in accordance with the approved public rights of way strategy.

#### Commencement Information

**182** Sch. 1 Pt. 3 para. 32 in force at 22.4.2022, see [art. 1\(2\)](#)

## Emergency planning arrangements

**33.**—(1) No part of the relevant works shall commence until the Suffolk Resilience Forum Radiation Emergency Plan has been reviewed to account for the relevant works or part thereof and reissued in accordance with the relevant Radiation Emergency Preparedness Regulations.

(2) Emergency planning arrangements specified within the Suffolk Resilience Forum Radiation Emergency Plan in respect of the relevant works shall be implemented in relation to the relevant part of the relevant works, unless otherwise agreed with Suffolk County Council after consultation with the Sizewell Emergency Planning Consultative Committee or Suffolk Resilience Forum as appropriate.

(3) For the purposes of this requirement—

(a) “the relevant works” means—

(i) the onshore preparation works;

(ii) the onshore works; and

(iii) to the extent that they are within the Sizewell B Detailed Emergency Planning Zone, the offshore works.

(b) “the relevant Radiation Emergency Preparedness Regulations” means the Radiation (Emergency Preparedness and Public Information) Regulations 2019<sup>(39)</sup> as amended from time to time; and

(c) “the relevant Sizewell B Detailed Emergency Planning Zone” means the Sizewell Detailed Emergency Planning Zone detailed within the Suffolk Resilience Forum Radiation Emergency Plan.

### Commencement Information

**183** Sch. 1 Pt. 3 para. 33 in force at 22.4.2022, see [art. 1\(2\)](#)

## Ministry of Defence surveillance operations

**34.**—(1) No wind turbine generator forming part of the authorised development is permitted to rotate its rotor blades on its horizontal axis until the Secretary of State, having consulted with the Ministry of Defence, confirms satisfaction in writing that appropriate mitigation will be implemented and maintained for the life of the authorised development and that arrangements have been put in place with the Ministry of Defence to ensure that the approved mitigation is implemented.

(2) For the purposes of this requirement—

(a) “appropriate mitigation” means measures to prevent or remove any adverse effects which the authorised development will have on the air defence radar at Remote Radar Head Trimingham and the Ministry of Defence’s air surveillance and control operations;

(b) “approved mitigation” means the detailed Radar Mitigation Scheme that will set out the appropriate measures and timescales for implementation as agreed with the Ministry of Defence at the time the Secretary of State confirms satisfaction in writing in accordance with <sup>F13</sup>sub-paragraph(1);

(c) “Ministry of Defence” means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, Kingston Road, Sutton Coldfield, B75 7RL or any successor body.

<sup>(39)</sup> S.I. 2019/703.



*Changes to legislation: There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)*

(3) The undertaker must thereafter comply with all other obligations contained within the approved mitigation for the life of the authorised development.

#### Textual Amendments

**F13** Word in Sch. 1 Pt. 3 para. 34(2)(b) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), Sch.

#### Commencement Information

**I84** Sch. 1 Pt. 3 para. 34 in force at 22.4.2022, see [art. 1\(2\)](#)

### Cromer Primary Surveillance Radar

**35.**—(1) No erection of any wind turbine generator forming part of the authorised development may commence until the Secretary of State, having consulted with NATS, has confirmed satisfaction in writing that appropriate mitigation will be implemented and maintained for the required period and that arrangements have been put in place with NATS to ensure that the approved mitigation is implemented and in operation prior to erection of the wind turbine generators.

(2) The undertaker must thereafter comply with the obligations contained within the approved mitigation for the required period.

(3) For the purposes of this requirement—

- (a) “appropriate mitigation” means measures to mitigate any adverse effects which the operation of the authorised development will have on the primary surveillance radar at Cromer and NATS’ associated air traffic (surveillance and control) services/operations during the required period;
- (b) “approved mitigation” means the detailed Primary Radar Mitigation Scheme setting out the appropriate mitigation approved by the Secretary of State and confirmed in writing in accordance with sub-paragraph (1);
- (c) “NATS” means NATS (En-Route) Plc (company number 04129273) or any successor body;
- (d) “the required period” means the shorter of—
  - (i) the operational life of the authorised development; and
  - (ii) the period ending on the date notified to the Secretary of State by the undertaker and confirmed in writing by NATS being the date on which NATS no longer requires the appropriate mitigation to be in place.

#### Commencement Information

**I85** Sch. 1 Pt. 3 para. 35 in force at 22.4.2022, see [art. 1\(2\)](#)

### Port traffic

**36.**—(1) No part of Work No. 1 may commence until—

- (a) a port construction traffic management plan (which accords with the outline port construction traffic management and travel plan) for the onshore port-related traffic to and from the construction port or ports and relating to that part of the authorised development, has been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority; or



- (b) the relevant highway authority has confirmed, after consultation with the relevant planning authority, that no port construction traffic management plan is required for that part of the authorised development.
- (2) No part of Work No. 1 may begin operating until—
  - (a) a port travel plan (which accords with the outline port construction traffic management and travel plan) for the onshore port-related traffic to and from the operation port or ports and relating to that part of the authorised development, has been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority; or
  - (b) the relevant highway authority has confirmed, after consultation with the relevant planning authority, that no port travel plan is required for that part of the authorised development.
- (3) The port construction traffic management plan must be implemented as approved at all times specified within the port construction traffic management plan during the construction of the authorised project.
- (4) The port travel plan must be implemented as approved at all times specified within the port travel plan during the operation of the authorised project.
- (5) For the purposes of this requirement—
  - “relevant planning authority” and “relevant highway authority” mean—
    - (a) in respect of sub-paragraph (1), the planning or highway authority or authorities in whose area the relevant construction port is located; and
    - (b) in respect of sub-paragraph (2), the planning or highway authority or authorities in whose area the relevant operation port is located;
  - “construction port” or “ports” means a port or ports situated in England and/or Wales and used for construction of the authorised project; and
  - “operation port” or “ports” means a port or ports situated in England and/or Wales and used by management personnel for the ongoing operational management of the authorised project.

#### **Commencement Information**

**I86** Sch. 1 Pt. 3 para. 36 in force at 22.4.2022, see [art. 1\(2\)](#)

#### **Decommissioning of relevant landfall works**

- 37.**—(1) After a period of 24 years but before the expiration of a period of 25 years following completion of construction of the relevant landfall works, the undertaker must submit a report to the relevant planning authority detailing the following—
- (a) the extent of coastal retreat experienced following completion of construction;
  - (b) whether any remedial works or mitigation measures to protect the relevant landfall works from coastal retreat have been required during this period, what these works comprised and an assessment of their impacts on coastal processes;
  - (c) the length of the anticipated remaining operational lifespan of the authorised project;
  - (d) the extent of the likely coastal retreat during the timeframe of the anticipated remaining operational lifespan of the authorised project and the likely need for, and nature of, any proposed remedial works or mitigation measures to protect the relevant landfall works from coastal retreat and an analysis of their predicted impact on coastal processes; and
  - (e) any proposed remedial works or mitigation measures identified under sub-paragraph (d).

(2) If it cannot be demonstrated to the reasonable satisfaction of the relevant planning authority that, taking into account any proposals for such remedial works or mitigation measures, the relevant landfall works will not have a significant impact on coastal processes then the relevant landfall works must be decommissioned in accordance with Requirement 30 (onshore decommissioning).

(3) For the purposes of this requirement—

“the relevant landfall works” means Work No. 6, to the extent that the works are landward of mean low water springs, and Work No. 8.

#### Commencement Information

**I87** Sch. 1 Pt. 3 para. 37 in force at 22.4.2022, see [art. 1\(2\)](#)

### Restriction on carrying out grid connection works where consented in another order

**38.**—(1) Where any part of the grid connection works are being or have been constructed under another development consent order, that part of the grid connection works must not be constructed under this Order.

(2) Work No. 34 must not—

- (a) be constructed more than once under this Order;
- (b) be constructed under this Order if it is being or has been constructed under another development consent order.

#### Commencement Information

**I88** Sch. 1 Pt. 3 para. 38 in force at 22.4.2022, see [art. 1\(2\)](#)

### Requirement for written approval

**39.** Where under any of the above requirements the approval or agreement of the Secretary of State, the relevant planning authority or another person is required, that approval or agreement must be given in writing.

#### Commencement Information

**I89** Sch. 1 Pt. 3 para. 39 in force at 22.4.2022, see [art. 1\(2\)](#)

### Amendments to approved details

**40.**—(1) With respect to any requirement which requires the authorised project to be carried out in accordance with the details approved by the relevant planning authority or another person, the approved details must be carried out as approved unless an amendment or variation is previously approved in writing by the relevant planning authority or that other person in accordance with subparagraph (2).

(2) Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the relevant planning authority or that other person that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(3) The approved details must be taken to include any amendments that may subsequently be approved in writing by the relevant planning authority or that other person.

**Commencement Information**

**I90** Sch. 1 Pt. 3 para. 40 in force at 22.4.2022, see [art. 1\(2\)](#)

**Operational drainage management plan**

**41.**—(1) No part of Work Nos. 30, 34, 38 or 41 may commence until an operational drainage management plan in respect of that part (which accords with the outline operational drainage management plan) and includes provision for the maintenance of any measures identified, has been submitted to and approved by the relevant lead local flood authority, in consultation with the relevant planning authority and the Environment Agency.

(2) The operational drainage management plan must be implemented as approved.

**Commencement Information**

**I91** Sch. 1 Pt. 3 para. 41 in force at 22.4.2022, see [art. 1\(2\)](#)

**Installation of cable ducts**

**42.**—(1) In the event that the cables comprised within the East Anglia TWO cable works are installed prior to the cables comprised within the East Anglia ONE North cable works, the East Anglia ONE North cable works may not subsequently be installed unless the cable ducts forming part of the East Anglia ONE North cable works have been installed concurrently with the installation of the cables comprised within the East Anglia TWO cable works.

(2) For the purposes of this requirement—

- (a) “the East Anglia TWO cable works” mean Work Nos. 6, 8, 9, 11, 12, 13, 16 to 23 and 26 of the East Anglia TWO Order; and
- (b) “the East Anglia ONE North cable works” mean Work Nos. 6, 8, 9, 11, 12, 13, 16 to 23 and 26 of this Order.

**Commencement Information**

**I92** Sch. 1 Pt. 3 para. 42 in force at 22.4.2022, see [art. 1\(2\)](#)

**Restriction on carrying out grid connection works**

**43.** No part of the grid connection works may commence under this Order until either—

- (a) the offshore works have commenced; or
- (b) the undertaker has provided appropriate evidence to the Secretary of State demonstrating its commitment to commence the authorised development described within paragraph 1 of Schedule 1, Part 1 and the Secretary of State has confirmed that the grid connection works may commence.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

**Commencement Information**

**I93** Sch. 1 Pt. 3 para. 43 in force at 22.4.2022, see [art. 1\(2\)](#)

**Control of development during operational phase**

**44.** During the operation of and within operational land related to Work No. 30 and Work No. 41, any development in addition to that authorised in this Order that is permitted under Schedule 2 Part 15 Class B (d), (e) or (f) of the General Permitted Development Order 2015 (“electricity undertakings permitted development”) or any equivalent successor provision is subject to the following conditions—

- (a) In respect of operational drainage—
  - (i) No electricity undertakings permitted development may commence until an amendment to the operational drainage management plan approved pursuant to requirement 41 that includes provision for the replacement of any existing drainage measures to be removed and maintenance of any new drainage measures to be provided as part of the permitted development, has been submitted to and approved by the relevant lead local flood authority, in consultation with the relevant planning authority and the Environment Agency; and
  - (ii) The measures in the amendment to the operational drainage management plan in respect of the permitted development must be implemented as approved.
- (b) In respect of the provision, implementation and maintenance of landscaping—
  - (i) No electricity undertakings permitted development may commence until an amendment to the written landscape management plan and associated work programme approved pursuant to requirement 14 that includes provision for the replacement of any existing landscape measures to be removed and maintenance of any new landscape measures to be provided as part of the permitted development, has been submitted to and approved by the relevant planning authority; and
  - (ii) The measures in the amendment to the written landscape management plan and associated work programme plan in respect of the permitted development must be implemented as approved.

**Commencement Information**

**I94** Sch. 1 Pt. 3 para. 44 in force at 22.4.2022, see [art. 1\(2\)](#)

SCHEDULE 2

Article 8

Streets subject to street works

**Commencement Information**

**I95** Sch. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street subject to street works</i>
District of East Suffolk	Public right of way footpath E-106/020/0 between reference points 1a and 1b on sheet 1 of 12 of the works plans.
District of East Suffolk	Private track / public right of way footpath E-106/025/0 between reference points 2a and 2b on sheet 2 of 12 of the works plans.
District of East Suffolk	SIZEWELL GAP between reference points 3a and 3b on sheet 3 of 12 of the works plans.
District of East Suffolk	SIZEWELL GAP between reference points 3c and 3d on sheet 3 of 12 of the works plans.
District of East Suffolk	Public right of way bridleway E-363/026/0 between reference points 3e and 3f and between points 3g and 3h on sheet 3 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-363/029/0 between reference points 3i and 3j on sheet 3 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-363/024/0 between reference points 3k and 3l on sheet 3 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-363/023/0 between reference points 3m and 3n on sheet 3 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-363/022/0 between reference points 3o and 3p on sheet 3 of 12 of the works plans.
District of East Suffolk	Public right of way bridleway E-363/027/0 between reference points 3q and 3r on sheet 3 of 12 of the works plans.
District of East Suffolk	Public right of way bridleway E-363/015/0 between reference points 4a and 4b on sheet 4 of 12 of the works plans.
District of East Suffolk	Public rights of way footpath E-363/014/0 between reference points 4a and 4c on sheet 4 of 12 of the works plans.
District of East Suffolk	Public rights of way footpath E-363/014/A between reference points 4d and 4e on sheet 4 of 12 of the works plans.
District of East Suffolk	THORPE ROAD between reference points 5a and 5b on sheet 5 of 12 of the works plans.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street subject to street works</i>
District of East Suffolk	Public right of way footpath E-106/065/0 between reference points 5c and 5d on sheet 5 of 12 of the works plans.
District of East Suffolk	ALDEBURGH ROAD between reference points 5e and 5f on sheet 5 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-260/030/0 between reference points 5g and 5h on sheet 5 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-260/007/0 between reference points 5i and 5j on sheet 5 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-260/009/0 between reference points 5k and 5l on sheet 5 of 12 of the works plans.
District of East Suffolk	SLOE LANE between reference points 6a and 6b on sheet 6 of 12 of the works plans.
District of East Suffolk	B1069 (SNAPE ROAD) between reference points 6c and 6d on sheet 6 of 12 on the works plans.
District of East Suffolk	Public right of way bridleway E-354/020/0 between reference points 6e and 6f on sheet 6 of 12 of the works plans.
District of East Suffolk	Public right of way bridleway E-354/036/0 between reference points 6g and 6h on sheet 6 of 12 of the works plans.
District of East Suffolk	Public right of way bridleway E-354/001/0 between reference points 6i and 6j on sheet 6 of 12 of the works plans; and between reference points 8g and 8h on sheet 8 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-354/003/0 between reference points 6k and 6l on sheet 6 of 12 of the works plans.
District of East Suffolk	GROVE ROAD between reference points 7a and 7b on sheet 7 of 12 on the works plans.
District of East Suffolk	CHURCH ROAD between reference points 7f and 7j on sheet 7 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-354/007/0 between reference points 7c and 7d on sheet 7 of 12 on the works plans.

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street subject to street works</i>
District of East Suffolk	Public right of way footpath E-354/006/0 between reference points 7e and 8a on sheet 7 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-260/017/0 between reference points 7f and 7g on sheet 7 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-260/017/0 between reference points 7h and 7i on sheet 7 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-354/008/0 between reference points 8a and 8b on sheet 8 of 12 on the works plans.
District of East Suffolk	GROVE ROAD between reference points 8c and 8d on sheet 8 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-354/007/A between reference points 8e and 8f on sheet 8 of 12 on the works plans.
District of East Suffolk	B1121 (SAXMUNDHAM ROAD) between reference points 9a and 9b on sheet 9 of 12 on the works plans.
District of East Suffolk	B1121 (SAXMUNDHAM ROAD) between reference points 9b and 9c on sheet 9 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-260/016/0 between reference points 9d and 9e on sheet 9 of 12 on the works plans.
District of East Suffolk	A1094 (FARNHAM ROAD) between reference points 10a and 10d on sheet 10 of 12 on the works plans.
District of East Suffolk	A1094 (ALDEBURGH ROAD) between reference points 10b and 10d on sheet 10 of 12 on the works plans.
District of East Suffolk	B1121 (ALDEBURGH ROAD) between reference points 10c and 10d on sheet 10 of 12 on the works plans.
District of East Suffolk	B1069 (SNAPE ROAD) between reference points 10e and 10f on sheet 10 of 12 on the works plans.
District of East Suffolk	A12 (MAIN ROAD) between reference points 11a and 11b on sheet 11 of 12 on the works plans.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street subject to street works</i>
District of East Suffolk	A1094 (FRIDAY STREET) between reference points 11c and 11d on sheet 11 of 12 on the works plans.
District of East Suffolk	A12 (MAIN ROAD) between reference points 12a and 12b on sheet 12 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-387/009/0 between reference points 12c and 12d on sheet 12 of 12 on the works plans.

SCHEDULE 3

Article 11

Public rights of way to be temporarily stopped up

**Commencement Information**

**196** Sch. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Public right of way to be temporarily stopped up</i>	<i>(3)</i> <i>Extent of temporary stopping up</i>	<i>(4)</i> <i>Temporary public right of way to be substituted</i>
District of East Suffolk	Byway open to all traffic reference 1 (E-106/020/0)	Approximately 120m of the existing byway open to all traffic reference 1 (E-106/020/0) between the points marked L-1 and L-2 on sheet 1 of 12 of the temporary stopping up of public rights of way plan shown with a dashed pink line.	Approximately 646m of proposed byway open to all traffic reference 1 between the points marked L-1 and L-2 on sheet 1 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Byway open to all traffic reference 2 (E-106/025/0)	Approximately 66m of the existing byway open to all traffic reference 2 (E-106/025/0) between the points marked CS1-1 and CS1-2 on sheet 2 of 12 of the	Approximately 236m of proposed byway open to all traffic reference 2 between the points marked TEMP2a, or CS1-1 and CS1-2 on approximately 360m of proposed byway



**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1) Area	(2) Public right of way to be temporarily stopped up	(3) Extent of temporary stopping up	(4) Temporary public right of way to be substituted
		temporary stopping up of public rights of way plan shown with a dashed pink line.	open to all traffic reference TEMP2b between the points CS1-1 and CS1-2 on sheet 2 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Bridleway reference 3 (E-363/026/0)	Approximately 73m of the existing bridleway reference 3 (E-363/026/0) between the points marked CS1-3 and CS1-4 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a dashed green line.	Approximately 339m of proposed bridleway reference TEMP3 between the points marked CS1-3 and CS1-4 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Bridleway reference 4 (E-363/026/0)	Approximately 345m of the existing bridleway reference 4 (E-363/026/0) between the points marked CS2-1 and CS2-2 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a dashed blue line.	Approximately 578m of proposed bridleway reference TEMP4a between the points marked CS2-1 and CS2-2 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority. Approximately 780m of proposed bridleway reference TEMP4b between

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1)	(2)	(3)	(4)
Area	Public right of way to be temporarily stopped up	Extent of temporary stopping up	Temporary public right of way to be substituted
District of East Suffolk	Footpath reference (E-363/024/0)	5 Approximately 739m of the existing footpath reference 5 (E-363/024/0) between the points marked CS2-3 and CS2-4 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	the points marked CS2-1 to CS2-7 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.  Approximately 806m of proposed footpath reference 5 between the points marked CS2-3 and CS2-4 or approximately 1146m of proposed footpath reference TEMP6b, TEMP6a, TEMP8 and TEMP7 between the points marked CS2-3 and CS2-4 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference (E-363/029/0)	6 Approximately 88m of the existing footpath reference 6 (E-363/029/0) between the points marked CS2-5 and CS2-6 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 531m of proposed footpath reference TEMP4b and TEMP6b between the points marked CS2-5 and CS2-6 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1) Area	(2) Public right of way to be temporarily stopped up	(3) Extent of temporary stopping up	(4) Temporary public right of way to be substituted otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 7 (E-363/023/0)	Approximately 298m of the existing footpath reference 7 (E-363/023/0) between the points marked CS2-7 and CS2-8 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 497m of proposed footpath reference TEMP7 between the points marked CS2-7 and CS2-8 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 8 (E-363/022/0)	Approximately 684m of the existing footpath reference 8 (E-363/022/0) between the points marked CS2-9 and CS2-12 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 537m of proposed footpath reference TEMP8 and TEMP7 between the points marked CS2-9 and CS2-12 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Bridleway reference 9 (E-363/027/0)	Approximately 31m of the existing bridleway reference 9 (E-363/027/0) between the points marked CS2-10 and CS2-11 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a dashed green line.	Approximately 98m of proposed footpath reference TEMP9 between the points marked CS2-10 and CS2-11 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Public right of way to be temporarily stopped up</i>	<i>Extent of temporary stopping up</i>	<i>Temporary public right of way to be substituted</i> by the relevant highway authority.
District of East Suffolk	Bridleway reference 10 (E-363/015/0)	Approximately 199m of the existing bridleway reference 10 (E-363/015/0) between the points marked CS2-13 and CS2-14 on sheet 4 of 12 of the temporary stopping up of public rights of way plan shown with a dashed green line.	Approximately 216m of proposed bridleway reference TEMP10a or approximately 359m of proposed bridleway reference TEMP10b between the points marked CS2-13 and CS2-14 on sheet 4 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 11 (E-363/014/0)	Approximately 66m of the existing footpath reference 11 (E-363/014/0) between the points marked CS2-15 and CS2-16 on sheet 4 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 288m of proposed footpath reference TEMP11 between the points marked CS2-15 and CS2-16 on sheet 4 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 12 (E-363/014/A)	Approximately 106m of the existing footpath reference 12 (E-363/014/A) between the points marked CS2-17 and CS2-18 on sheet 4 of 12 of the temporary stopping up of public rights of way	Approximately 347m of proposed footpath reference TEMP12a or approximately 409m of proposed footpath reference TEMP12b between the points marked CS2-17 and

(1)	(2)	(3)	(4)
Area	Public right of way to be temporarily stopped up	Extent of temporary stopping up	Temporary public right of way to be substituted
		plan. shown with a dashed yellow line.	CS2-18 on sheet 4 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 13 (E-106/065/0)	Approximately 70m of the existing footpath reference 13 (E-106/065/0) between the points marked CS2-19 and CS2-20 on sheet 5 of 12 of the temporary stopping up of public rights of way plan. shown with a dashed yellow line.	Approximately 270m of proposed footpath reference TEMP13a or approximately 266m of proposed footpath reference TEMP13b between the points marked CS2-19 and CS2-20 on sheet 5 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 14 (E-260/030/0)	Approximately 61m of the existing footpath reference 14 (E-260/030/0) between the points marked CS3-1 and CS3-2 on sheet 5 of 12 of the temporary stopping up of public rights of way plan. shown with a dashed yellow line.	Approximately 321m of proposed footpath reference TEMP14 between the points marked CS3-1 and CS3-2 on sheet 5 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 15 (E-260/007/0)	Approximately 239m of the existing footpath reference 15	Approximately 654m of proposed footpath reference

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(1) Area	(2) Public right of way to be temporarily stopped up	(3) Extent of temporary stopping up	(4) Temporary public right of way to be substituted
		(E-260/007/0) between the points marked CS3-3 and CS3-4 on sheet 5 of 12 of the temporary stopping up of public rights of way plan. shown with a dashed yellow line.	TEMP15 between the points marked CS3-3 and CS3-4 on sheet 5 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 16 (E-260/009/0)	Approximately 156m of the existing footpath reference 16 (E-260/009/0) between the points marked CS3-5 and CS3-6 on sheet 5 of 12 of the temporary stopping up of public rights of way plan. shown with a dashed yellow line.	Approximately 577m of proposed footpath reference TEMP16a or approximately 418m of proposed footpath reference TEMP16b between the points marked CS3-5 and CS3-6 on sheet 5 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Bridleway reference 17 (E-354/020/0)	Approximately 220m of the existing bridleway reference 17 (E-354/020/0) between the points marked CS4-1 and CS4-2 on sheet 6 of 12 of the temporary stopping up of public rights of way plan. shown with a dashed green line.	Approximately 637m of proposed bridleway reference TEMP17/18 between the points marked CS4-5 and CS4-2 on sheet 6 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Public right of way to be temporarily stopped up</i>	<i>Extent of temporary stopping up</i>	<i>Temporary public right of way to be substituted</i>
District of East Suffolk	Bridleway reference 18 (E-354/036/0)	Approximately 225m of the existing bridleway reference 18 (E-354/036/0) between the points marked CS4-3 and CS4-4 on sheet 6 of 12 of the temporary stopping up of public rights of way plan. shown with a dashed green line.	Approximately 637m of proposed bridleway reference TEMP17/18 between the points marked CS4-5 and CS4-4 on sheet 6 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Bridleway reference 19 (E-354/001/0)	Approximately 270m of the existing bridleway reference 19 (E-354/001/0) between the points marked CS4-6 and CS4-7 on sheet 6 of 12 of the temporary stopping up of public rights of way plan. shown with a dashed green line.	Approximately 538m of proposed bridleway reference TEMP19a between the points marked CS4-6 and CS4-3 or approximately 337m of proposed bridleway reference TEMP19b between the points marked CS4-7 and CS4-10 on sheet 6 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 20 (E-354/003/0)	Approximately 96m of the existing footpath reference 20 (E-354/003/0) between the points marked CS4-8 and CS4-9 on sheet 6 of 12 of the temporary stopping up of public rights of way	Approximately 363m of proposed footpath reference TEMP20a or approximately 347m of proposed footpath reference TEMP20b between the points marked CS4-8 and

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1)	(2)	(3)	(4)
Area	Public right of way to be temporarily stopped up	Extent of temporary stopping up	Temporary public right of way to be substituted
		plan shown with a dashed yellow line.	CS4-9 on sheet 6 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 21 (E-354/007/0)	Approximately 316m of the existing footpath reference 21 (E-354/007/0) between the points marked S-1 and S-2 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 395m of proposed footpath reference TEMP21 between the points marked S-1 and S-2 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 22 (E-354/006/0)	Approximately 283m of the existing footpath reference 22 (E-354/006/0) between the points marked S-4 and S-22 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 337m of proposed footpath reference TEMP22 between the points marked S-22 and S-14 and approximately 559m of proposed footpath reference TEMP22 between the points marked S-15 and S-5 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.



**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Public right of way to be temporarily stopped up</i>	<i>Extent of temporary stopping up</i>	<i>Temporary public right of way to be substituted</i>
District of East Suffolk	Footpath reference 23 (E-354/006/0)	Approximately 206m of the existing footpath reference 23 (E-354/006/0) between the points marked S-4 and S-5 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 421m of proposed footpath reference TEMP23a or approximately 691m of proposed footpath reference TEMP23b between points marked S-4 and S-5 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 24 (E-354/006/0)	Approximately 208m of the existing footpath reference 24 (E-354/006/0) between the points marked S-22 and S-24 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 324m of proposed footpath reference TEMP22 between the points marked S-22 and S-14 and approximately 157m of proposed footpath reference TEMP24 between points marked S-24 and S-25 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 25 (E-354/006/0)	Approximately 294m of the existing footpath reference 25 (E-354/006/0) between the points marked S-24 and S-3 on sheet 7 of 12 of the temporary	Approximately 442m of proposed footpath reference TEMP25 and TEMP21 between the points S-24 and S-3 on sheet 7 of the

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1) Area	(2) Public right of way to be temporarily stopped up	(3) Extent of temporary stopping up	(4) Temporary public right of way to be substituted
District of East Suffolk	Footpath reference 26 (E-354/007/A)	Approximately 465m of the existing footpath reference 26 (E-354/007/A) between the points marked S-10 and S-11 on sheet 8 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 571m of proposed footpath reference TEMP26 between the points marked S-10 and S-11 on sheet 8 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Bridleway reference 27 (E-354/001/0)	Approximately 207m of the existing bridleway reference 27 (E-354/001/0) between the points marked S-12 and S-13 on sheet 8 of 12 of the temporary stopping up of public rights of way plan shown with a dashed green line.	Approximately 491m of proposed bridleway reference TEMP27 between the points marked S-12 and S-13 on sheet 8 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 28 (E-260/017/0)	Approximately 169m of the existing footpath reference 28 (E-260/017/0) between the points marked S-20 and S-21 on sheet 7 of 12 of the temporary stopping up of public rights of way plan	Approximately 524m of proposed footpath reference TEMP28a between the points S-20 and S-21 or approximately 413m of proposed footpath reference TEMP28b

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1) Area	(2) Public right of way to be temporarily stopped up	(3) Extent of temporary stopping up	(4) Temporary public right of way to be substituted
District of East Suffolk	Footpath reference 29 (E-260/017/0)	Approximately 769m of the existing footpath reference 29 (E-260/017/0) between the points marked S-14 and S-15 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	between points S-20 and S-21 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.  Approximately 1136m of proposed footpath reference 29 (E-260/017/0) between the points marked S-14 and S-15 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 30 (E-354/008/0)	Approximately 429m of the existing footpath reference 30 (E-354/008/0) between the points marked S-6 and S-7 on sheet 8 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 393m of proposed footpath reference 30 (E-354/008/0) between the points marked S-6 and S-7 on sheet 8 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 31 (E-260/016/0)	Approximately 53m of the existing footpath reference 31 (E-260/016/0) between	Approximately 265m of proposed footpath reference 31 (E-260/016/0) between TEMP31a or

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1) Area	(2) Public right of way to be temporarily stopped up	(3) Extent of temporary stopping up	(4) Temporary public right of way to be substituted
		the points marked S-16 and S-17 on sheet 9 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	approximately 273m of proposed footpath reference TEMP31b between the points marked S-16 and S-17 on sheet 9 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 32 (E-260/017/0)	Approximately 548m of the existing footpath reference 32 (E-260/017/0) between the points marked S-8 and S-14 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 937m of proposed footpath reference TEMP35 and TEMP22 between the points marked S-8 and S-14 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 33 (E-387/009/0)	Approximately 45m of the existing footpath reference 33 (E-387/009/0) between the points marked HW-1 and HW-2 on sheet 12 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 56m of proposed footpath reference TEMP33 between the points marked HW-1 and HW-2 on sheet 12 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Public right of way to be temporarily stopped up</i>	<i>Extent of temporary stopping up</i>	<i>Temporary public right of way to be substituted</i>
District of East Suffolk	Footpath reference 34 (E/260/017/0)	Approximately 294m of the existing footpath reference 34 (E-260/017/0) between the points marked S-15 and S-21 on sheet 7 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Temporary diversion of approximately 295m of proposed footpath reference TEMP22/34 between the points marked S-15 and S-21 on sheet 7 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise agreed with the relevant highway authority.

SCHEDULE 4

Article 10

Footpaths to be stopped up

**Commencement Information**

**I97** Sch. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Footpath to be stopped up</i>	<i>Extent of stopping up</i>	<i>New footpath to be substituted</i>
District of East Suffolk	Footpath reference 35 (E-354/007/0)	Approximately 87m of the existing footpath reference 35 (E-354/007/0) between the points marked S-1 and S-3; and approximately 38m of the existing footpath reference 35 (E-354/007/0) between the points marked S-4 and S-5 on sheet 7 of the permanent stopping up of public rights of way plan	Approximately 89m of proposed footpath reference PERM35a between the points marked S-1 and S-3 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1) Area	(2) Footpath to be stopped up	(3) Extent of stopping up	(4) New footpath to be substituted
		shown with a dashed yellow line.	Approximately 24m of proposed footpath reference PERM35b between the points marked S-4 and S-5 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 36 (E-354/006/0)	Approximately 693m of the existing footpath reference 36 (E-354/006/0) between points marked S-6 and S-8 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 584m of proposed footpath reference PERM36a between the points marked S-1 and S-13 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.  Approximately 761m of proposed footpath reference PERM36b between the points marked S-13 and S-8 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1) Area	(2) Footpath to be stopped up	(3) Extent of stopping up	(4) New footpath to be substituted
			<p>Approximately 569m of proposed footpath reference PERM36c between the points marked S-8 and S-2 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.</p> <p>Approximately 157m of proposed footpath reference PERM36d between the points marked S-6 and S-7 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.</p> <p>Approximately 188m of proposed footpath reference PERM36e between the points marked S-9 and S-10 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise agreed with the relevant highway authority.</p>

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Footpath to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New footpath to be substituted</i>
District of East Suffolk	Footpath reference 37 (E-260/017/0)	Approximately 194m of the existing footpath reference 37 (E-260/017/0) between points marked S-11 and S-2 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 198m of proposed footpath reference PERM37 between points marked S-11 and S-12 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.

SCHEDULE 5

Article 12

Streets to be temporarily stopped up

**Commencement Information**

**I98** Sch. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be temporarily stopped up</i>	<i>(3)</i> <i>Extent of temporary stopping up, alteration or diversion</i>
District of East Suffolk	Private track	Approximately 66m of private track as is within Work No.9 as shown between reference points 2a and 2b on sheet 2 of 12 of the works plans.
District of East Suffolk	SIZEWELL GAP	Approximately 480m of Sizewell Gap as is within Work No.10 as shown between reference points 3a and 3b on sheet 3 of 12 of the works plans.
District of East Suffolk	SIZEWELL GAP	Approximately 307m of Sizewell Gap as is within Work No.15 as shown between reference points 3c



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(1) Area	(2) Street to be temporarily stopped up	(3) Extent of temporary stopping up, alteration or diversion
		and 3d on sheet 3 of 12 of the works plans.
District of East Suffolk	THORPE ROAD	Approximately 164m of Thorpe Road as is within Work No.17 as shown between reference points 5a and 5b on sheet 5 of 12 of the works plans.
District of East Suffolk	ALDEBURGH ROAD	Approximately 93m of Aldeburgh Road as is within Work No.19 as shown between reference points 5e and 5f on sheet 5 of 12 of the works plans.
District of East Suffolk	SLOE LANE	Approximately 73m of Sloe Lane as is within Work No.23 as shown between reference points 6a and 6b on sheet 6 of 12 of the works plans.
District of East Suffolk	B1069 (SNAPE ROAD)	Approximately 88m of the B1069 (Snape Road) as is within Work No.26 as shown between reference points 6c and 6d on sheet 6 of 12 of the works plans.
District of East Suffolk	GROVE ROAD	Approximately 88m of Grove Road as is within Work No.26 as shown between reference points 7a and 7b on sheet 7 of 12 of the works plans.
District of East Suffolk	CHURCH ROAD	Approximately 105m of Church Road as is within Work No.33 as shown between reference points 7f and 7j on sheet 7 of 12 of the works plans.
District of East Suffolk	GROVE ROAD	Approximately 573m of Grove Road as is within Work No.43 as shown between reference points 8c and 8d on sheet 8 of 12 of the works plans.
District of East Suffolk	B1121 (SAXMUNDHAM ROAD)	Approximately 269m of the B1121 (Saxmundham Road)

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(1) Area	(2) Street to be temporarily stopped up	(3) Extent of temporary stopping up, alteration or diversion
		as is within Work No.43 as shown between reference points 9a and 9b on sheet 9 of 12 of the works plans.
District of East Suffolk	B1121 (SAXMUNDHAM ROAD)	Approximately 621m of the B1121 (Saxmundham Road) as is within Work No.34 as shown between reference points 9b and 9c on sheet 9 of 12 of the works plans.
District of East Suffolk	A1094 (FARNHAM ROAD)	Approximately 226m of the A1094 (Farnham Road) as is within Work No.35 as shown between reference points 10a and 10d on sheet 10 of 12 of the works plans.
District of East Suffolk	A1094 (ALDEBURGH ROAD)	Approximately 525m of the A1094 (Aldeburgh Road) as is within Work No.35 as shown between reference points 10b and 10d on sheet 10 of 12 of the works plans.
District of East Suffolk	B1121 (ALDEBURGH ROAD)	Approximately 84m of the B1121 (Aldeburgh Road) as is within Work No.35 as shown between reference points 10c and 10d on sheet 10 of 12 of the works plans.
District of East Suffolk	B1069 (SNAPE ROAD)	Approximately 197m of the B1069 (Snape Road) as is within Work No.35 as shown between reference points 10e and 10f on sheet 10 of 12 of the works plans.
District of East Suffolk	A12 (MAIN ROAD)	Approximately 680m of the A12 (Main Road) as is within Work No.36 as shown between reference points 11a and 11b on sheet 11 of 12 of the works plans.
District of East Suffolk	A1094 (FRIDAY STREET)	Approximately 469m of the A1094 (Friday Street) as is within Work No.36 as shown between reference points 11c

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be temporarily stopped up</i>	<i>(3)</i> <i>Extent of temporary stopping up, alteration or diversion</i>
District of East Suffolk	A12 (MAIN ROAD)	Approximately 84m of the A12 (Main Road) as is within Work No.37 as shown between reference points 12a and 12b on sheet 12 of 12 of the works plans. and 11d on sheet 11 of 12 of the works plans.

SCHEDULE 6

Article 13

Access to works

**Commencement Information**

**199** Sch. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Description of Access</i>
District of East Suffolk	Vehicular access to the south from Sizewell Gap and marked at point AC1 on sheet 3 of 12 of the access to works plan.
District of East Suffolk	Vehicular access to the south from Sizewell Gap and marked at point AC2 on sheet 3 of 12 of the access to works plan.
District of East Suffolk	Vehicular access to the east and west from Aldeburgh Road and marked at point AC3 on sheet 5 of 12 of the access to works plan.
District of East Suffolk	Vehicular access to the west from Snape Road and marked at point AC4 on sheet 6 of 12 of the access to works plan.
District of East Suffolk	Vehicular access to the northeast from Saxmundham Road and marked at point AC5 on sheet 9 of 12 of the access to works plan.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

SCHEDULE 7

Article 20

Land in which only new rights etc. may be acquired

**Commencement Information**

**I100** Sch. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

<i>(1)</i> Number of land shown on land plan	<i>(2)</i> Purpose for which rights may be acquired
1, 2	<ol style="list-style-type: none"> <li>1) the right to install the cables by the use of directional drilling or other trenchless techniques only;</li> <li>2) the right to retain and use the cables and for the purposes of the transmission of electricity and telecommunications;</li> <li>3) the right to benefit from continuous vertical and lateral support for the cables and jointing installations;</li> <li>4) a restrictive covenant over the land for the benefit of the remainder of the Order land— <ul style="list-style-type: none"> <li>• to prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto);</li> <li>• to prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);</li> <li>• to prevent anything to be done by way of excavation of any kind in the land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required</li> </ul> </li> </ol>

<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus (if any) within the land; and <ul style="list-style-type: none"> <li>• to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the cables.</li> </ul>
4, 5, 6	<ol style="list-style-type: none"> <li>1) all rights and restrictions necessary for the undertaker and/or those authorised by the undertaker to enter onto, pass and repass and remain on the land with or without all necessary plant, vehicles, machinery, materials, drilling fluids, apparatus, temporary structures and equipment;</li> <li>2) the right to carry out terrestrial work activities;</li> <li>3) the right to install the cables by the use of directional drilling or other trenchless techniques only;</li> <li>4) the right to lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove pipes, cables, conduits, service media or apparatus that are used for the purposes of transmitting or distributing electricity, communications, gas, oil, water supply, sewerage and drainage (including the pipes, cables, conduits, service media or apparatus of statutory undertakers);</li> <li>5) the right to remove and discharge water from the land;</li> <li>6) the right to retain and use the cables, for the purposes of the transmission of electricity and telecommunications;</li> <li>7) the right to benefit from continuous vertical and lateral support for the cables, transition bays and jointing installations;</li> <li>8) a restrictive covenant over the land for the benefit of the remainder of the Order land—</li> </ol>

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<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
7	<ul style="list-style-type: none"> <li>• to prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto);</li> <li>• to prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);</li> <li>• to prevent anything to be done by way of excavation of any kind in the land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus (if any) within the land; and</li> <li>• to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the cables, transition bays and jointing installations.</li> </ul>
	<p>1) all rights and restrictions necessary for the undertaker and/or those authorised by the undertaker to enter onto, pass and re-pass and remain on the land with or without all necessary plant, vehicles, machinery, materials, drilling fluids, apparatus, temporary structures and equipment;</p>

<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	<p>2) the right to carry out terrestrial work activities;</p> <p>3) the right to install the cables by way of (but not limited to) digging trenches, the use of directional drilling, auger boring, thrust boring, micro tunnelling or pipe ramming or other similar trenchless techniques;</p> <p>4) the right to lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove—</p> <ul style="list-style-type: none"> <li>• public and private drains, watercourses, sewers, ponds or culverts, and to drain into and manage waterflows in any public and private drains, watercourses, sewers, ponds or culverts including (but not limited to) by way of damming and overpumping;</li> <li>• temporary welfare facilities (including but not limited to portakabins, portaloos and welfare equipment);</li> <li>• cable marker posts to identify the location of the cables as required for routine integrity testing;</li> <li>• pipes, cables, conduit, service media or apparatus that are used for the purposes of transmitting or distributing electricity, communications, gas, oil, water supply, sewerage and drainage (including the pipes, cables, conduits, service media or apparatus of statutory undertakers);</li> <li>• hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram;</li> <li>• temporary paths and bridleways for public use;</li> <li>• temporary access roads;</li> <li>• temporary haul roads;</li> <li>• temporary noise alleviation measures;</li> </ul>

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	<ul style="list-style-type: none"> <li>• temporary barriers for the protection of fauna;</li> <li>• supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers);</li> <li>• temporary fencing, gates, walls, barriers or other means of enclosure.</li> </ul>
	<p>5) the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges for the purpose of enabling rights to pass and repass and for the purposes of terrestrial work activities;</p>
	<p>6) the right to remove and discharge water from the land;</p>
	<p>7) the right to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation and/or enhancement works;</p>
	<p>8) the right to install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping;</p>
	<p>9) the right to erect temporary signage and provide measures for the benefit of public and personnel safety;</p>
	<p>10) the right to retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway;</p>
	<p>11) the right to remove fences, hedges, gates or other barriers during any period during which terrestrial work activities is to occur (subject to the prior erection of any temporary stock proof fencing as is reasonably required) and the replacement, replanting or re-instatement of fences, hedges or other barriers;</p>
	<p>12) the right to remove, store and stockpile materials (including excavated material) within the land;</p>



<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	<p>13) the right to remove archaeological artefacts where they would prevent or cause it to be materially more difficult to undertake terrestrial work activities or where leaving such archaeological artefacts in situ would materially increase the cost of the terrestrial work activities;</p> <p>14) the right to retain and use the cables, transition bays and jointing installations for the purposes of the transmission of electricity and telecommunications;</p> <p>15) the right to benefit from continuous vertical and lateral support for the cables, transition bays and jointing installations;</p> <p>16) a restrictive covenant over the land for the benefit of the remainder of the Order land—</p> <ul style="list-style-type: none"> <li>• to prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto);</li> <li>• to prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);</li> <li>• to prevent anything to be done by way of excavation of any kind in the land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise</li> </ul>

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(1) <i>Number of land shown on land plan</i>	(2) <i>Purpose for which rights may be acquired</i>
	<p>their rights in relation to their apparatus (if any) within the land;</p> <ul style="list-style-type: none"> <li>• to prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project); and</li> <li>• to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the cables, transition bays and jointing installations.</li> </ul>
<p>11, 12, 13, 14, 15, 16, 25, 27, 28 , 30 , 39, 40, 41, 1) 42, 47, 49, 50, 54, 55, 56, 58, 59, 60, 61, 63, 64, 65, 66, 67, 69, 70, 74, 80, 82, 83, 85, 92, 93</p>	<p>all rights and restrictions necessary for the undertaker and/or those authorised by the undertaker to enter onto, pass and repass and remain on the land with or without all necessary plant, vehicles, machinery, materials, drilling fluids, apparatus, temporary structures and equipment;</p> <p>2) the right to carry out terrestrial work activities;</p> <p>3) the right to install the cables by way of (but not limited to) digging trenches, the use of directional drilling, auger boring, thrust boring, micro tunnelling or pipe ramming or other similar trenchless techniques;</p> <p>4) the right to lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove—</p> <ul style="list-style-type: none"> <li>• public and private drains, watercourses, sewers, ponds or culverts, and to drain into and manage waterflows in any public and private drains, watercourses, sewers, ponds</li> </ul>

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<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	<p>or culverts including (but not limited to) by way of damming and overpumping;</p> <ul style="list-style-type: none"> <li>• temporary welfare facilities (including but not limited to portakabins, portaloos and welfare equipment);</li> <li>• cable marker posts to identify the location of the cables as required for routine integrity testing;</li> <li>• pipes, cables, conduit, service media or apparatus that are used for the purposes of transmitting or distributing electricity, communications, gas, oil, water supply, sewerage and drainage (including the pipes, cables, conduits, service media or apparatus of statutory undertakers);</li> <li>• hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram;</li> <li>• temporary paths and bridleways for public use;</li> <li>• temporary access roads;</li> <li>• temporary haul roads;</li> <li>• temporary noise alleviation measures;</li> <li>• temporary barriers for the protection of fauna;</li> <li>• supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers);</li> <li>• temporary fencing, gates, walls, barriers or other means of enclosure.</li> </ul>
5)	the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges for the purpose of enabling rights to pass and repass and for the purposes of terrestrial work activities;
6)	the right to remove and discharge water from the land;
7)	the right to install, execute, implement, retain, repair, improve, renew, relocate,

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<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	maintain and carry out mitigation, maintenance, remediation and/or enhancement works;
	8) the right to install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping;
	9) the right to erect temporary signage and provide measures for the benefit of public and personnel safety;
	10) the right to retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway;
	11) the right to remove fences, hedges, gates or other barriers during any period during which terrestrial work activities is to occur (subject to the prior erection of any temporary stock proof fencing as is reasonably required) and the replacement, replanting or re-instatement of fences, hedges or other barriers;
	12) the right to remove, store and stockpile materials (including excavated material) within the land;
	13) the right to remove archaeological artefacts where they would prevent or cause it to be materially more difficult to undertake terrestrial work activities or where leaving such archaeological artefacts in situ would materially increase the cost of the terrestrial work activities;
	14) the right to retain and use the cables and jointing installations for the purposes of the transmission of electricity and telecommunications;
	15) the right to benefit from continuous vertical and lateral support for the cables and jointing installations;
	16) a restrictive covenant over the land for the benefit of the remainder of the Order land— <ul style="list-style-type: none"> <li>• to prevent anything to be done in or upon the land or any part thereof for the purpose of the</li> </ul>

<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	<p>erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto);</p> <ul style="list-style-type: none"> <li>• to prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);</li> <li>• to prevent anything to be done by way of excavation of any kind in the land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus (if any) within the land;</li> <li>• to prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project); and</li> <li>• to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the cables and jointing installations.</li> </ul>

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i>	<i>(2)</i>
<i>Number of land shown on land plan</i>	<i>Purpose for which rights may be acquired</i>
67, 69, 70, 80, 82, 83, 85, 86, 88, 93	<ol style="list-style-type: none"> <li>1) the right to pass and repass with or without plant, vehicles, machinery, materials, drilling fluids, apparatus and equipment to access adjoining land and highway;</li> <li>2) the right to retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway;</li> <li>3) the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges for the purposes of enabling rights to pass and repass;</li> <li>4) the right to remove and discharge water from the land;</li> <li>5) the right to erect temporary signage and provide measures for the benefit of public and personnel safety;</li> <li>6) the right to remove fences, hedges, gates or other barriers during any period during which terrestrial work activities are being undertaken (subject to the prior erection of any temporary stock proof fencing as is reasonably required) and the replacement, replanting or re-instatement of fences, hedges or other barriers.</li> </ol>
87	<ol style="list-style-type: none"> <li>1) the right to lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove— <ul style="list-style-type: none"> <li>• temporary barriers for the protection of fauna;</li> <li>• temporary paths and bridleways for public use;</li> <li>• temporary access roads;</li> <li>• temporary fencing, gates, walls, barriers or other means of enclosure.</li> </ul> </li> <li>2) the right to pass and repass with or without plant, vehicles, machinery, materials, apparatus and equipment to access adjoining land and highway;</li> <li>3) the right to place and use plant, vehicles, machinery, materials, apparatus,</li> </ol>

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	equipment and temporary structures on and within the land;
	4) the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges;
	5) the right to remove and discharge water from the land;
	6) the right to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation and/or enhancement works;
	7) the right to install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant trees, shrubs and landscaping;
	8) the right to erect temporary signage and provide measures for the benefit of public and personnel safety;
	9) the right to remove fences, hedges, gates or other barriers during any period during which terrestrial work activities in respect of the authorised project is to occur (subject to the prior erection of any temporary stock proof fencing as is reasonably required) and the replacement, replanting or re-instatement of fences, hedges or other barriers;
	10) the right to remove, store and stockpile materials (including excavated material) within the land;
	11) a restrictive covenant over the land for the benefit of the remainder of the Order land— <ul style="list-style-type: none"> <li>• to prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto); and</li> <li>• to prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material</li> </ul>

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	<p>or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project).</p>
115	<p>all rights and restrictions necessary for the undertaker and/or those authorised by the undertaker to enter onto, pass and repass and remain on the land with or without all necessary plant, vehicles, machinery, materials, drilling fluids, apparatus, temporary structures and equipment, and to—</p> <ol style="list-style-type: none"> <li>1) lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove— <ul style="list-style-type: none"> <li>• electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus (including but not limited to the use of scaffolding) and any other works as necessary;</li> <li>• public and private drains, watercourses, sewers, ponds or culverts, and to drain into and manage waterflows in any public and private drains, watercourses, sewers, ponds or culverts including (but not limited to) by way of damming and overpumping;</li> <li>• temporary welfare facilities (including but not limited to portakabins, portaloos and welfare equipment);</li> <li>• pipes, cables, conduit, service media or apparatus that are used for the purposes of transmitting or distributing electricity, communications, gas, oil, water supply, sewerage</li> </ul> </li> </ol>



<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	<p>and drainage (including the pipes, cables, conduits, service media or apparatus of statutory undertakers);</p> <ul style="list-style-type: none"> <li>• temporary noise alleviation measures;</li> <li>• temporary barriers for the protection of fauna;</li> <li>• supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers);</li> <li>• hard standing and other material (including but not limited to matting, aggregate, trackway, stone, tarmacadam, terram);</li> <li>• temporary access roads;</li> <li>• temporary haul roads;</li> <li>• temporary paths and bridleways for public use;</li> <li>• fencing, gates, walls, barriers or other means of enclosure.</li> </ul> <p>2) retain and use electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and all ancillary equipment and apparatus for the purposes of the transmission of electricity and telecommunications and for any other purpose ancillary to the authorised project;</p> <p>3) pass and repass with or without plant, vehicles, machinery, materials, drilling fluids, apparatus and equipment to access adjoining land and highway;</p> <p>4) place and use plant, vehicles, machinery, materials, drilling fluids, apparatus, equipment and temporary structures on and within the land;</p> <p>5) fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges for the purpose of enabling rights to pass and repass;</p> <p>6) fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges and remove roots of trees, shrubs and hedges which may obstruct or interfere with electricity poles, electricity pylons, overhead electricity lines, telecommunications cables</p>

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1) Number of land shown on land plan	(2) Purpose for which rights may be acquired
	and any ancillary equipment and apparatus (including but not limited to scaffolding);
	7) carry out surveys including for site investigation and environmental surveys (including without prejudice to the generality of the foregoing, topographic, drainage, archaeological, geotechnical, geoenvironmental, ecological and ground stability site investigations and surveys), making of boreholes, trial pits and archaeological trenches and field stripping, auger hole sampling and the taking of soil and other samples;
	8) remove and discharge water from the land;
	9) install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation and/or enhancement works;
	10) install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping;
	11) benefit from continuous vertical and lateral support for the electricity poles, electricity pylons, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus (including but not limited to scaffolding);
	12) erect temporary signage and provide measures for the benefit of public and personnel safety;
	13) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway;
	14) remove fences, hedges, gates or other barriers during any period during which terrestrial work activities in respect of the authorised project is to occur (subject to the prior erection of any temporary stock proof fencing as is reasonably required) and the replacement, replanting or re-

<i>(1)</i>	<i>(2)</i>
<i>Number of land shown on land plan</i>	<i>Purpose for which rights may be acquired</i>
	<p>instatement of fences, hedges or other barriers;</p> <p>15) remove, store and stockpile materials (including excavated material) within the land;</p> <p>16) remove archaeological artefacts where they would prevent or cause it to be materially more difficult to undertake terrestrial work activities or where leaving such archaeological artefacts in situ would materially increase the cost of the terrestrial work activities;</p> <p>17) a restrictive covenant over the land for the benefit of the remainder of the Order land to—</p> <ul style="list-style-type: none"> <li>• to prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto);</li> <li>• to prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);</li> <li>• to prevent anything to be done by way of excavation of any kind in the land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus (if any) within the land;</li> <li>• to prevent the planting or growing within the land of any trees, shrubs</li> </ul>

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<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	<p>or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project); and</p> <ul style="list-style-type: none"> <li>• to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the cables, transition bays and jointing installations.</li> </ul>
100, 101, 102, 103, 104, 104A, 104B, 104C	<p>1) all rights and restrictions necessary for the undertaker and/or those authorised by the undertaker to enter onto, pass and repass and remain on the land with or without all necessary plant, vehicles, machinery, materials, drilling fluids, apparatus, temporary structures and equipment and to lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove—</p> <ul style="list-style-type: none"> <li>• public and private drains, watercourses, sewers, ponds or culverts, and to drain into and manage waterflows in any public and private drains, watercourses, sewers, ponds or culverts including (but not limited to) by way of damming and overpumping;</li> <li>• temporary welfare facilities (including but not limited to portakabins, portaloos and welfare equipment);</li> <li>• pipes, cables, conduits, service media or apparatus that are used for the purposes of transmitting or distributing electricity, communications,</li> </ul>

<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	<p>gas, oil, water supply, sewerage and drainage (including the pipes, cables, conduits, service media or apparatus of statutory undertakers);</p> <p>2) the right to remove, store and stockpile materials (including excavated material) within the land;</p> <p>3) the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges;</p> <p>4) the right to benefit from continuous vertical and lateral support for the pipes, cables, conduits, service media and apparatus installed in, under, or over the land.</p>
43, 46, 57, 72, 77, 95, 96, 97	<p>1) all rights and restrictions necessary for the undertaker and/or those authorised by the undertaker to enter onto, pass and repass and remain on the land with or without all necessary plant, vehicles, machinery, materials, drilling fluids, apparatus, temporary structures and equipment;</p> <p>2) the right to carry out terrestrial work activities;</p> <p>3) the right to install the cables by way of (but not limited to) digging trenches, the use of directional drilling, auger boring, thrust boring, micro tunnelling or pipe ramming or other similar trenchless techniques;</p> <p>4) the right to lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove—</p> <ul style="list-style-type: none"> <li>• public and private drains, watercourses, sewers, ponds or culverts, and to drain into and manage waterflows in any public and private drains, watercourses, sewers, ponds or culverts including (but not limited to) by way of damming and overpumping;</li> <li>• pipes, cables, conduit, service media or apparatus that are</li> </ul>

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<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	<p>used for the purposes of transmitting or distributing electricity, communications, gas, oil, water supply, sewerage and drainage (including the pipes, cables, conduits, service media or apparatus of statutory undertakers);</p> <ul style="list-style-type: none"> <li>• hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram;</li> <li>• temporary noise alleviation measures;</li> <li>• temporary barriers for the protection of fauna;</li> <li>• supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers);</li> <li>• temporary fencing, gates, walls, barriers or other means of enclosure.</li> </ul>
	5) the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges for the purpose of enabling rights to pass and repass and for the purposes of terrestrial work activities;
	6) the right to remove and discharge water from the land;
	7) the right to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation and/or enhancement works;
	8) the right to erect temporary signage and provide measures for the benefit of public and personnel safety;
	9) the right to remove archaeological artefacts where they would prevent or cause it to be materially more difficult to undertake terrestrial work activities or where leaving such archaeological artefacts in situ would materially increase the cost of the terrestrial work activities;
	10) the right to retain and use the cables, and jointing installations, for the

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<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	<p>purposes of the transmission of electricity and telecommunications;</p> <p>11) the right to benefit from continuous vertical and lateral support for the cables and jointing installations.</p>
22, 23, 24	<p>1) all rights and restrictions necessary for the undertaker and/or those authorised by the undertaker to enter onto, pass and repass and remain on the land with or without all necessary plant, vehicles, machinery, materials, drilling fluids, apparatus, temporary structures and equipment;</p> <p>2) the right to carry out terrestrial work activities;</p> <p>3) the right to install the cables by way of (but not limited to) digging trenches, the use of directional drilling, auger boring, thrust boring, micro tunnelling or pipe ramming or other similar trenchless techniques;</p> <p>4) the right to lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove—</p> <ul style="list-style-type: none"> <li>• public and private drains, watercourses, sewers, ponds or culverts, and to drain into and manage waterflows in any public and private drains, watercourses, sewers, ponds or culverts including (but not limited to) by way of damming and overpumping;</li> <li>• cable marker posts to identify the location of the cables as required for routine integrity testing;</li> <li>• pipes, cables, conduit, service media or apparatus that are used for the purposes of transmitting or distributing electricity, communications, gas, oil, water supply, sewerage and drainage (including the pipes, cables, conduits, service media or apparatus of statutory undertakers);</li> </ul>

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<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	<ul style="list-style-type: none"> <li>• temporary paths and bridleways for public use;</li> <li>• temporary access roads;</li> <li>• temporary haul roads;</li> <li>• temporary noise alleviation measures;</li> <li>• temporary barriers for the protection of fauna;</li> <li>• supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers);</li> <li>• temporary fencing, gates, walls, barriers or other means of enclosure.</li> </ul>
	<p>5) the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges for the purpose of enabling rights to pass and repass and for the purposes of terrestrial work activities;</p>
	<p>6) the right to remove and discharge water from the land;</p>
	<p>7) the right to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation and/or enhancement works;</p>
	<p>8) the right to install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping;</p>
	<p>9) the right to erect temporary signage and provide measures for the benefit of public and personnel safety;</p>
	<p>10) the right to retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway;</p>
	<p>11) the right to remove fences, hedges, gates or other barriers during any period during which terrestrial work activities is to occur (subject to the prior erection of any temporary stock proof fencing as is reasonably required) and the replacement, replanting or re-</p>



(1)	(2)
<i>Number of land shown on land plan</i>	<i>Purpose for which rights may be acquired</i>
	<p>instatement of fences, hedges or other barriers;</p> <p>12) the right to remove, store and stockpile materials (including excavated material) within the land;</p> <p>13) the right to remove archaeological artefacts where they would prevent or cause it to be materially more difficult to undertake terrestrial work activities or where leaving such archaeological artefacts in situ would materially increase the cost of the terrestrial work activities;</p> <p>14) the right to retain and use the cables for the purposes of the transmission of electricity and telecommunications;</p> <p>15) the right to benefit from continuous vertical and lateral support for the cables;</p> <p>16) a restrictive covenant over the land for the benefit of the remainder of the Order land—</p> <ul style="list-style-type: none"> <li>• to prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto);</li> <li>• to prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);</li> <li>• to prevent anything to be done by way of excavation of any kind in the land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required</li> </ul>

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<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
	for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus (if any) within the land; <ul style="list-style-type: none"> <li>• to prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project); and</li> <li>• to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the cables.</li> </ul>

SCHEDULE 8

Article 20

Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions

**Compensation enactments**

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

**Commencement Information**

**I101** Sch. 8 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

2.—(1) Without prejudice to the generality of paragraph 1, the Land Compensation Act 1973(40) has effect subject to the modifications set out in sub-paragraphs (2) and (3).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4—

(40) 1973 c. 26.

- (a) for “land is acquired or taken from” substitute “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for “acquired or taken from him” substitute “over which the right is exercisable or the restrictive covenant enforceable”.

**Commencement Information**

**I102** Sch. 8 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**3.—(1)** Without limitation on the scope of paragraph 1 , the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

“(5A) If—

- (a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) (powers of entry) of the 1965 Act (as modified by paragraph 6 of Schedule 8 to the East Anglia ONE North Offshore Wind Farm Order 2022); and
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 9 of Schedule 8 to the East Anglia ONE North Offshore Wind Farm Order 2022) to acquire an interest in the land, and
- (c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right.”.

**Commencement Information**

**I103** Sch. 8 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

**Commencement Information**

**I101** Sch. 8 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

**I102** Sch. 8 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**I103** Sch. 8 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

**Application of the 1965 Act**

**4.—(1)** The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired or the restriction is to be imposed; or
- (b) the land over which the right is or is to be exercisable.

(2) Without prejudice to the generality of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right or

the imposition of a restriction with the modifications specified in the following provisions of this Schedule.

**Commencement Information**

**I104** Sch. 8 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

5. For section 7 of the 1965 Act (measure of compensation in case of severance) substitute the following section—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”

**Commencement Information**

**I105** Sch. 8 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

6. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (refusal to convey, failure to make title, etc.);
- (b) paragraph 10(3) of Schedule 1 (conveyance of the land or interest);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are so modified as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

**Commencement Information**

**I106** Sch. 8 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

7. Section 11 of the 1965 Act (powers of entry) is so modified as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 20 (compulsory acquisition of rights)), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A (powers of entry: further notices of entry), 11B (counter-notice requiring possession to be taken on specified date), 12 (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act is modified correspondingly.

**Commencement Information**

**I107** Sch. 8 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

**8.** Section 20 of the 1965 Act (tenants at will, etc.) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

**Commencement Information**

**I108** Sch. 8 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

**9.** Section 22 of the 1965 Act (interests omitted from purchase) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or enforce the restrictive covenant imposed, subject to compliance with that section as respects compensation.

**Commencement Information**

**I109** Sch. 8 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

**10.** For Schedule 2A to the 1965 Act substitute—

“SCHEDULE 2A

Counter-notice requiring purchase of land

**Introduction**

**1.** This Schedule applies where an acquiring authority serve a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 22 (application of the Compulsory Purchase (Vesting Declarations) Act 1981) of the East Anglia ONE North Offshore Wind Farm Order 2022 in respect of the land to which the notice to treat relates.

**2.** In this Schedule, “house” includes any park or garden belonging to a house.

**Counter-notice requiring purchase of land**

**3.** A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the acquiring authority to purchase the owner’s interest in the house, building or factory.

**4.** A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

**Response to counter-notice**

**5.** On receiving a counter-notice, the acquiring authority must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

6. The acquiring authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the acquiring authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the acquiring authority do not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the acquiring authority serve notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

#### **Determination by the Upper Tribunal**

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right or the imposition of the covenant,
- (b) the use to be made of the right or covenant proposed to be acquired or imposed, and
- (c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

13. If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in that land.

14.—(1) If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”

**Commencement Information****I110** Sch. 8 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)**Commencement Information****I104** Sch. 8 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)**I105** Sch. 8 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)**I106** Sch. 8 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)**I107** Sch. 8 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)**I108** Sch. 8 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)**I109** Sch. 8 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)**I110** Sch. 8 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

## SCHEDULE 9

Article 26

## Land of which temporary possession may be taken

**Commencement Information****I111** Sch. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on land plan</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Relevant part of the authorised project</i>
District of East Suffolk	1, 2, 4 to 9, 11 to 131, 133 to 136, 144, 146 to 160, 163 to 182	Construction and carrying out of the authorised project	Work Nos. 6 to 43
District of East Suffolk	7, 11 to 13, 15, 16, 25, 27, 28, 30, 31, 39 to 43, 47, 49, 50, 54 to 56, 65 to 67, 69, 70, 74, 80, 82, 83, 85, 92, 93, 99, 104, 104A, 104B, 104C, 107 to 116, 119 to 121, 127 to 131, 133 to 135, 144, 146, 147, 152, 153 and 182	Worksites for construction and carrying out of the authorised project	Work Nos. 8, 9, 11, the 13, 15 to 19, 22, 23, the 26, 30 to 35 and 37 to 43
District of East Suffolk	8, 9, 16, 29, 31, 34 to 38, 42 to 45, 47, 48, 51 to 54, 56, 58 to 60, 62, 69 to 71, 73, 74, 80, 89 to 93, 95, 96, 108 and 127	Access for carrying out the authorised project	Work Nos. 7, 11, 15, 17, 18, 19, 20, 23, 26 and 34

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> Area	<i>(2)</i> Number of land shown on land plan	<i>(3)</i> Purpose for which temporary possession may be taken	<i>(4)</i> Relevant part of the authorised project
District of East Suffolk	7, 8, 16, 39, 47, 65, 66, 84, 108 to 113	Construction consolidation sites	Work Nos. 7, 8, 11, 16, 18, 22, 27, 31 and 42
District of East Suffolk	7, 8, 11 to 16, 22 to 25, 27, 28, 30, 31, 39 to 43, 46, 47, 49, 50, 54 to 61, 63 to 67, 69, 70, 72, 74, 75, 77, 80, 82, 83, 85, 92, 93, 95, 96, 97 107 to 116, 117, 123, 127 to 131, 133, 135, 136, 144, 146, 147, 152, 153, 177 to 180 and 182	Laying of temporary vehicular access tracks, haul roads, hard standings and improvements to tracks	Work Nos. 7, 8, 9, 11, 12, 13, 14, 15 to 23, 26, 30, 31 32, 34, 35 and 37 to 43
District of East Suffolk	7, 8, 11 to 16, 22 to 27, 28, 30, 39 to 43, 47, 49, 50, 58 to 61, 63 to 67, 69, 78, 79, 80 to 84, 85, 92, 98, 99, 104, 104C, 105 to 116, 127 to 131, 133, 135, 144, 146, 147 and 182	Temporary diversion of public rights of way	Work Nos. 7, 8, 9, 11, 12, 13, 16 to 23, 25, 26, 27, 33 and 37 to 43
District of East Suffolk	26	Creation of habitat for flora and fauna and other ecological measures	Work No. 14
District of East Suffolk	50, 54 and 55	Temporary bridge arrangements over the Hundred River	Work No. 19
District of East Suffolk	17 to 21, 32, 33, 76, 117, 122 to 126, 148 to 160, 163 to 180	Clear vegetation to increase the visibility swathes	Work Nos. 10, 15, 23 and 34 to 37
District of East Suffolk	8, 8A	Temporary water supply	Work No. 7



## SCHEDULE 10

Article 42

### Protective Provisions

## PART 1

### Protection for electricity, gas, water and sewerage undertakers

#### Application

1. For the protection of the affected undertakers referred to in this part of this Schedule the following provisions have effect unless otherwise agreed in writing between the undertaker and the affected undertaker concerned.

#### Commencement Information

**1112** Sch. 10 Pt. 1 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

2. In this part of this Schedule—

“affected undertaker” means

- (a) any licence holder within the meaning of Part 1 (electricity supply) of the 1989 Act (an “electricity undertaker”);
- (b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986<sup>(41)</sup> (a “gas undertaker”);
- (c) a water undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991<sup>(42)</sup> (a “water undertaker”); and
- (d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991 (a “sewerage undertaker”),

for the area of the authorised development but, for the avoidance of doubt, does not include the undertakers specified in Part 3, Part 4, Part 5, Part 6, Part 7 or Part 8 of this Schedule, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained;

“alternative apparatus” means alternative apparatus adequate to enable the affected undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the 1989 Act), belonging to or maintained by that affected undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that affected undertaker for the purposes of water supply; and
- (d) in the case of a sewerage undertaker—
  - (i) any drain or works vested in the affected undertaker under the Water Industry Act 1991; and

<sup>(41)</sup> 1986 c. 44.

<sup>(42)</sup> 1991 c. 56.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

- (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties; and

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land.

#### Commencement Information

**I113** Sch. 10 Pt. 1 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Commencement Information

**I112** Sch. 10 Pt. 1 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

**I113** Sch. 10 Pt. 1 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

### Precedence of the 1991 Act in respect of apparatus in the streets

3. This part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the affected undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

#### Commencement Information

**I114** Sch. 10 Pt. 1 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

### No acquisition etc. except by agreement

4. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

#### Commencement Information

**I115** Sch. 10 Pt. 1 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

### Removal of apparatus

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this part of this Schedule and any right of an affected undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the affected undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must

give to the affected undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an affected undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the affected undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the affected undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use all reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 37 (arbitration).

(5) The affected undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 37 (arbitration), and after the grant to the affected undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the affected undertaker in question that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the affected undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the affected undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

#### **Commencement Information**

**I116** Sch. 10 Pt. 1 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

#### **Facilities and rights for alternative apparatus**

6.—(1) Where, in accordance with the provisions of this part of this Schedule, the undertaker affords to an affected undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the affected undertaker in question or in default of agreement settled by arbitration in accordance with article 37 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the affected undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and

conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that affected undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

**Commencement Information**

**I117** Sch. 10 Pt. 1 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

**Retained apparatus**

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 5(2) that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker must submit to the affected undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the affected undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the affected undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by an affected undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If an affected undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 6 apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the affected undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

**Commencement Information**

**I118** Sch. 10 Pt. 1 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

8.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to an affected undertaker the reasonable expenses incurred by that affected undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus (including costs or compensation payable in connection with the acquisition of land for that purpose) which may be required in consequence of the execution of any such works as are referred to in paragraph 5(2).

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this part of this Schedule, that value being calculated after removal.

- (3) If in accordance with the provisions of this part of this Schedule—
- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
  - (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 37 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

- (4) For the purposes of sub-paragraph (3)—
- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
  - (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an affected undertaker in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the affected undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

**Commencement Information**

**I119** Sch. 10 Pt. 1 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

**Commencement Information**

**I118** Sch. 10 Pt. 1 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

**I119** Sch. 10 Pt. 1 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

**Expenses and costs**

**9.—(1)** Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 5(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of an affected undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any affected undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that affected undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that affected undertaker for any other expenses, loss, damages, penalty or costs incurred by the affected undertaker,

by reason or in consequence of any such damage or interruption.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an affected undertaker, its officers, servants, contractors or agents.

(3) An affected undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**Commencement Information**

**I120** Sch. 10 Pt. 1 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

**10.** Nothing in this part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an affected undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I121** Sch. 10 Pt. 1 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

**Commencement Information**

**I120** Sch. 10 Pt. 1 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

**I121** Sch. 10 Pt. 1 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 2

### Protection for operators of electronic communications code networks

**1.—(1)** For the protection of any operator, the following provisions have effect unless otherwise agreed in writing between the undertaker and the operator.

(2) In this part of this Schedule—

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act;

“electronic communications code network” means—

- (a) so much of an electronic communications network or infrastructure system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 (application of the electronics communications code) of the 2003 Act; and
- (b) an electronic communications network which the Secretary of State is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act;

“infrastructure system” has the same meaning as in the electronic communications code and references to providing an infrastructure system are to be construed in accordance with paragraph 7 of that code; and

“operator” means the operator of an electronic communications code network.

**Commencement Information**

**I122** Sch. 10 Pt. 2 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

2. The exercise of the powers of article 28 (statutory undertakers) are subject to Part 10 of Schedule 3A (the electronics communications code) to the Communications Act 2003.

**Commencement Information**

**I123** Sch. 10 Pt. 2 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

3.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or their construction, or of any subsidence resulting from any of those works—

- (a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works, or other property of an operator); or
- (b) there is any interruption in the supply of the service provided by an operator, the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and must—
  - (i) make reasonable compensation to an operator for loss sustained by it; and
  - (ii) indemnify an operator against claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, an operator by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand may be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this paragraph must be referred to and settled by arbitration under article 37 (arbitration).

**Commencement Information**

**I124** Sch. 10 Pt. 2 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

4. This part of this Schedule does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or
- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.



**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

**Commencement Information**

**I125** Sch. 10 Pt. 2 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

5. Nothing in this part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I126** Sch. 10 Pt. 2 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 3

### Protection for Anglian Water Services Limited

1. For the protection of Anglian Water, the following provisions of this Schedule have effect unless otherwise agreed in writing between the undertaker and Anglian Water.

**Commencement Information**

**I127** Sch. 10 Pt. 3 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

2. In this part of this schedule—

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

“Anglian Water” means Anglian Water Services Limited (company number 02366656);

“apparatus” means any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage; and

- (a) any drain or works vested in Anglian Water under The Water Industry Act 1991,
- (b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of The Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus.

“functions” includes powers and duties.

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land; and

“plan” includes sections, drawings, specifications and method statements.

**Commencement Information**

**I128** Sch. 10 Pt. 3 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)



3. This Part does not apply to apparatus in respect of which the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

**Commencement Information**

**I129** Sch. 10 Pt. 3 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

4. The undertaker must not interfere with, build over or near to any apparatus within the Order land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling, the following distances to either side of the medial line of any apparatus—

- (a) 2.25 metres where the diameter of the pipe is less than 150 millimetres;
- (b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres;
- (c) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres;
- (d) 6 metres where the diameter of the pipe exceeds 750 millimetres;

unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker.

**Commencement Information**

**I130** Sch. 10 Pt. 3 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

5. The alteration, extension, removal or re-location of any apparatus may not be implemented until—

- (a) any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2016 or other legislations and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals or agreement from Anglian Water not to be unreasonably withheld or delayed; and
- (b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and description of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water without delay for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

**Commencement Information**

**I131** Sch. 10 Pt. 3 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

6. In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension may take place until Anglian Water has established to its reasonable satisfaction, contingency arrangements in order to conduct its functions

for the duration of the works to relocate, extend, remove or alter the apparatus. Anglian Water must use reasonable endeavours to establish contingency arrangements in a timely manner.

**Commencement Information**

**I132** Sch. 10 Pt. 3 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

7. Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker must, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 37 (arbitration).

**Commencement Information**

**I133** Sch. 10 Pt. 3 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

8. If the undertaker is unable to create the new rights referred to in paragraph 7, Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible, use its reasonable endeavours to obtain the necessary rights.

**Commencement Information**

**I134** Sch. 10 Pt. 3 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

9. If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker must provide such alternative means of access to such apparatus as enables Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

**Commencement Information**

**I135** Sch. 10 Pt. 3 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

10. If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the undertaker, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection as other Anglian Water assets.

**Commencement Information**

**I136** Sch. 10 Pt. 3 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

11. If for any reason or in consequence of the construction of any of the works referred to in paragraphs 5 to 7 and 10 above any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must,

- (a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and

- (b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs properly and reasonably incurred by Anglian Water

by reason or in consequence of any such damage or interruption.

**Commencement Information**

**I137** Sch. 10 Pt. 3 para. 11 in force at 22.4.2022, see [art. 1\(2\)](#)

**12.** Nothing in paragraph 11 above imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Anglian Water, its officer, servants, contractors or agents.

**Commencement Information**

**I138** Sch. 10 Pt. 3 para. 12 in force at 22.4.2022, see [art. 1\(2\)](#)

**13.** Anglian Water must give the undertaker reasonable notice of any claim or demand pursuant to paragraph 11 and must consider its representations before proceeding further in respect of the claim or demand.

**Commencement Information**

**I139** Sch. 10 Pt. 3 para. 13 in force at 22.4.2022, see [art. 1\(2\)](#)

**14.** Anglian Water must use its reasonable endeavours to mitigate in whole or in part and to minimise any claim, costs, expenses, loss, demands and penalties pursuant to paragraph 11. If requested to do so by the undertaker, Anglian Water shall provide an explanation of how the claim has been minimised

**Commencement Information**

**I140** Sch. 10 Pt. 3 para. 14 in force at 22.4.2022, see [art. 1\(2\)](#)

**15.** Any difference or dispute arising between the undertaker and Anglian Water under this Schedule must, unless otherwise agreed in writing between the undertaker and Anglian Water, be determined by arbitration in accordance with article 37 (arbitration).

**Commencement Information**

**I141** Sch. 10 Pt. 3 para. 15 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 4

### Protection for National Grid as electricity undertaker

#### Application

1.—(1) For the protection of National Grid, the statutory undertaker referred to in this Part of this Schedule, the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and the statutory undertakers, where the benefit of this Order is transferred or granted to another person under article 5 (benefit of Order)—

- (a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between the statutory undertaker and the transferee or grantee (as the case may be) in all cases where the transfer of the benefit relates to any specified works; and
- (b) written notice of the transfer or grant must be given to the statutory undertaker on or before the date of that transfer or grant.

(3) Without prejudice to paragraph 10(3)(b) below, sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to the statutory undertaker.

#### Commencement Information

I142 Sch. 10 Pt. 4 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Interpretation

2. In this Part of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of the statutory undertaker to enable the statutory undertaker to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by the statutory undertaker together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of the statutory undertaker for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“commence” and “commencement” in paragraph 8 of this Part of this Schedule shall, to the extent that at the relevant time there is subterranean apparatus, include any below ground surveys or monitoring, ground work operations or the receipt and erection of construction plant and equipment “deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of the statutory undertaker including construct, use, repair, alter, inspect, renew or remove the apparatus;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“parent company” means a parent company of the undertaker acceptable to and which shall have been approved by the statutory undertaker acting reasonably;

“statutory undertaker” means National Grid Electricity Transmission PLC (Company No. 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH, an electricity undertaker being a licence holder within the meaning of Part 1 of the Electricity Act 1989;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; and/or may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 6(2) or otherwise

“undertaker” means the undertaker as defined in article 2 of this Order.

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#### Commencement Information

**I143** Sch. 10 Pt. 4 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**3.** Except for paragraphs 4 (apparatus of statutory undertakers in stopped up streets), 8 (retained apparatus: protection of National Grid as electricity undertaker), 9 (expenses) and 10 (indemnity) of this Schedule which apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of the statutory undertaker, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and the statutory undertaker are regulated by the provisions of Part 3 of the 1991 Act.

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#### Commencement Information

**I144** Sch. 10 Pt. 4 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

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#### Commencement Information

**I143** Sch. 10 Pt. 4 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**I144** Sch. 10 Pt. 4 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

### Apparatus of statutory undertakers in stopped up streets

**4.** Without prejudice to the generality of any other protection afforded to the statutory undertaker elsewhere in the Order, where any street is stopped up under article 10 (public rights of way), if the statutory undertaker has any apparatus in the street or accessed via that street the statutory undertaker will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will grant to the statutory undertaker, or will procure the granting to the statutory undertaker of, legal easements reasonably satisfactory to the specified statutory undertaker in respect of such apparatus and access to it prior to the stopping up of any such street but

nothing in this paragraph affects any right of the undertaker or the statutory undertaker to require the removal of that apparatus under paragraph 7. Notwithstanding the temporary stopping up or diversion of any streets under the powers of articles 11 (temporary stopping up of public rights of way) and 12 (temporary stopping up of streets), the statutory undertaker will be at liberty at all times to take all necessary access across any such stopped up street and/or to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that street.

#### Commencement Information

**I145** Sch. 10 Pt. 4 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

### Acquisition of land

**5.—(1)** Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any land interest or apparatus or override any easement and/or other interest of the statutory undertaker otherwise than by agreement.

(2) As a condition of agreement between the parties in paragraph 5(1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between the statutory undertaker and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of the statutory undertaker and/or affects the provisions of any enactment or agreement regulating the relations between the statutory undertaker and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as the statutory undertaker reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between the statutory undertaker and the undertaker acting reasonably and which must be no less favourable on the whole to the statutory undertaker unless otherwise agreed by the statutory undertaker, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and the statutory undertaker agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by the statutory undertaker and/or other enactments relied upon by the statutory undertaker as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) Any agreement or consent granted by the statutory undertaker under paragraph 8 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph 5(1).

#### Commencement Information

**I146** Sch. 10 Pt. 4 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

### Removal of apparatus

**6.—(1)** If, in the exercise of the agreement reached in accordance with paragraph 5 or in any other authorised manner, the undertaker acquires any interest in or possesses temporarily any land in which

any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of the statutory undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of the statutory undertaker in question in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the statutory undertaker advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order the statutory undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the statutory undertaker to its satisfaction (taking into account paragraph 7(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the statutory undertaker must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation does not extend to the requirement for the statutory undertaker to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the statutory undertaker and the undertaker.

(5) The statutory undertaker must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to the statutory undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

#### **Commencement Information**

**I147** Sch. 10 Pt. 4 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

### **Facilities and rights for alternative apparatus**

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for the statutory undertaker facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the statutory undertaker and must be no less favourable on the whole to the statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by the statutory undertaker.

(2) If the facilities and rights to be afforded by the undertaker and agreed with the statutory undertaker under paragraph 7(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to the statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the



matter will be referred to arbitration in accordance with paragraph 14 (Arbitration) of this Part of this Schedule and the arbitrator shall make such provision for the payment of compensation by the undertaker to the statutory undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

#### Commencement Information

**I148** Sch. 10 Pt. 4 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Retained apparatus: Protection of National Grid as electricity undertaker

**8.—(1)** Not less than 56 days before the commencement of any authorised works that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 6(2) or otherwise, the undertaker must submit to the statutory undertaker a plan of the works to be executed and seek from the statutory undertaker details of the underground extent of their electricity tower foundations.

(2) In relation to works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of any apparatus, the plan to be submitted to the statutory undertaker under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing—

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;
- (f) written details of the operations and maintenance regime for the cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by the statutory undertaker's engineers;



- (h) evidence that trench bearing capacity is to be designed to 26 tonnes to take the weight of overhead line construction traffic.
- (4) The undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until the statutory undertaker has given written approval of the plan so submitted.
- (5) Any approval of the statutory undertaker required under sub-paragraphs (2) or (3)—
- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and,
  - (b) must not be unreasonably withheld.
- (6) In relation to any work to which sub-paragraphs (2) or (3) apply, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.
- (7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (5), as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by the statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker will be entitled to watch and inspect the execution of those works.
- (8) Where the statutory undertaker requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to the statutory undertakers' satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and the statutory undertaker must give 56 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).
- (9) If the statutory undertaker in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, [F14 paragraphs 1 to 3] and 5 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).
- (10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.
- (11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must
- (a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and
  - (b) comply with sub-paragraph (12) at all times.
- (12) At all times when carrying out any works authorised under the Order, the undertaker must comply with the statutory undertaker's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

#### Textual Amendments

- F14** Words in Sch. 10 Pt. 4 para. 8(9) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), [Sch.](#)

### Commencement Information

**I149** Sch. 10 Pt. 4 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

### Expenses

**9.—(1)** Subject to the following provisions of this paragraph, the undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably anticipated or incurred by the statutory undertaker in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by the statutory undertaker in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by the statutory undertaker as a consequence of the statutory undertaker;
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph [6\(3\)](#); and/or
  - (ii) exercising any compulsory acquisition powers in the Order transferred to or benefitting the statutory undertaker;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article [37](#) (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the statutory undertaker by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

- (4) For the purposes of sub-paragraph (3)—
- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
  - (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to the statutory undertaker in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the statutory undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

#### Commencement Information

**I150** Sch. 10 Pt. 4 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Indemnity

**10.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of the statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring the supply; and
- (b) indemnify the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or the statutory undertaker becoming liable to any third party as aforesaid other than arising from any default of the statutory undertaker.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless the statutory undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

- (3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of-
- (a) any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents; and
  - (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by the statutory undertaker as an assignee, transferee or lessee of the undertaker

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 5 (benefit of the Order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this subparagraph (3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 10.

(4) The statutory undertaker must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

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**Commencement Information**

**I151** Sch. 10 Pt. 4 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

**Enactments and agreements**

**11.** Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between the statutory undertaker and the undertaker, nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and the statutory undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

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**Commencement Information**

**I152** Sch. 10 Pt. 4 para. 11 in force at 22.4.2022, see [art. 1\(2\)](#)

**Co-operation**

**12.—(1)** Where in consequence of the proposed construction of any of the authorised works, the undertaker or the statutory undertaker requires the removal of apparatus under paragraph 6(2) or the statutory undertaker makes requirements for the protection or alteration of apparatus under paragraph 8, the undertaker shall use reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the statutory undertaker’s undertaking and the statutory undertaker shall use reasonable endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever the statutory undertaker’s consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

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**Commencement Information**

**I153** Sch. 10 Pt. 4 para. 12 in force at 22.4.2022, see [art. 1\(2\)](#)

**Access**

**13.** If in consequence of the agreement reached in accordance with paragraph 5(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable the statutory undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.

**Commencement Information**

**I154** Sch. 10 Pt. 4 para. 13 in force at 22.4.2022, see [art. 1\(2\)](#)

**Arbitration**

**14.** Save for differences or disputes arising under paragraph [6\(2\)](#), [6\(4\)](#), [7\(1\)](#), and [8](#) any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by arbitration in accordance with article [37](#) (arbitration).

**Commencement Information**

**I155** Sch. 10 Pt. 4 para. 14 in force at 22.4.2022, see [art. 1\(2\)](#)

**Notices**

**15.** The plans submitted to the statutory undertaker by the undertaker pursuant to paragraph [8\(1\)](#) must be sent to National Grid Plant Protection at [plantprotection@nationalgrid.com](mailto:plantprotection@nationalgrid.com) or such other address as the statutory undertaker may from time to time appoint instead for that purpose and notify to the undertaker in writing.

**Commencement Information**

**I156** Sch. 10 Pt. 4 para. 15 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 5

### Protection for East Anglia TWO Limited

**1.** For the protection of the statutory undertaker, the following provisions of this Schedule have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

**Commencement Information**

**I157** Sch. 10 Pt. 5 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

**2.** In this part of this schedule—

“alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of the statutory undertaker to enable the statutory undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means, electric lines or electrical plant as defined in the 1989 Act, belonging to, maintained by, or to be constructed by the statutory undertaker;

“cable route disposal area(s)” means the disposal site reference(s) provided by the MMO in accordance with Schedule 14 (deemed licence under the 2009 Act – offshore transmission assets) to this Order and in the deemed marine licence in accordance with Schedule 14 (deemed licence under the 2009 Act – offshore transmission assets) to the East Anglia TWO Order;

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and “construct” and “constructed” must be construed accordingly;

“East Anglia TWO” means the offshore wind farm to be constructed pursuant to the East Anglia TWO Order including, whether pursuant to the East Anglia TWO Order or otherwise, all elements of the connection of the wind farm to the National Grid at Friston;

“East Anglia TWO Order land” means the land within the Order limits defined in the East Anglia TWO Order;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of the statutory undertaker including construct, use, repair, alter, inspect, renew or remove the apparatus;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the specified works to be executed;

“proposed East Anglia TWO cable route” means the proposed route for any cables to serve East Anglia TWO as shown on plans produced to the undertaker by the statutory undertaker pursuant to paragraph 11;

“specified works” means so much of any works or operations authorised by this Order (or authorised by any planning permission or marine licence intended to operate in conjunction with this Order)—

- (a) as is within the East Anglia TWO Order land; or
- (b) is in, on, under, over or within 750 metres of a proposed East Anglia TWO cable route or existing apparatus seaward of MHWS;

“statutory undertaker” means, in respect of the order land, and in relation to any apparatus, the statutory undertaker who owns and/or operates or has the power to construct the transmission assets under the East Anglia TWO Order.

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**Commencement Information**

**I158** Sch. 10 Pt. 5 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**3.** This part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the statutory undertaker are regulated by the provisions of Part 3 of the 1991 Act.

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**Commencement Information**

**I159** Sch. 10 Pt. 5 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

**4.** The consent of the statutory undertaker under this Part is not required where the East Anglia TWO Order has expired without the authorised development having been commenced pursuant to requirement 1 of Part 3 of Schedule 1 (requirements to the East Anglia TWO Order).

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**Commencement Information**

**I160** Sch. 10 Pt. 5 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)



## Apparatus of undertakers in stopped up streets

5. Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 12 (temporary stopping up of streets), a statutory undertaker may be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to construct any apparatus within that highway or maintain any apparatus which at the time of the stopping up or diversion was in that highway subject always to the undertaking of works by the undertaker authorised by the Order.

### Commencement Information

**I161** Sch. 10 Pt. 5 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

## Acquisition of land

6. Regardless of any provision in the Order or anything shown on the land plan or contained in the book of reference to the Order, the undertaker must not acquire any interest in land or any apparatus or override any easement or other interest of the statutory undertaker otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

### Commencement Information

**I162** Sch. 10 Pt. 5 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

## Removal of apparatus

7.—(1) If, in the exercise of the agreement reached in accordance with paragraph 6 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed and any right of a statutory undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of the statutory undertaker in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under the Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the statutory undertaker 56 days' advance written notice of that requirement (or such lesser period of notice agreed by the statutory undertaker, acting reasonably), together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by the Order a statutory undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the statutory undertaker to their reasonable satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the statutory undertaker must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed except that this obligation does not extend to the

requirement for the statutory undertaker to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of the undertaker must be constructed in such manner and in such line or situation as may be reasonably agreed between the statutory undertaker and the undertaker.

(5) The statutory undertaker must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to the statutory undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions hereof.

#### Commencement Information

**I163** Sch. 10 Pt. 5 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

### Facilities and rights for alternative apparatus

**8.—(1)** Where, in accordance with the provisions hereof, the undertaker affords to a statutory undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be reasonably agreed between the undertaker and the statutory undertaker and must be no less favourable on the whole to the statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by the statutory undertaker (acting reasonably).

(2) If the facilities and rights to be afforded by the undertaker and agreed with the statutory undertaker under paragraph 8(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the statutory undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that statutory undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

#### Commencement Information

**I164** Sch. 10 Pt. 5 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

### Retained apparatus: protection

**9.—(1)** Not less than 56 days (or such lesser period agreed by the statutory undertaker, acting reasonably) before commencing the execution of any specified works authorised by the Order which do not require the removal of apparatus in accordance with paragraph 7(2), the undertaker must submit to the statutory undertaker a plan.

(2) In relation to specified works which will or may be situated on, over, under or within five metres measured in any direction of any apparatus, or involve embankment works within 5 metres of any apparatus, the plan to be submitted to the statutory undertaker under sub-paragraph (1) must be detailed including a material statement and describing—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;



- (c) the manner of their construction or renewal including details of excavation and positioning of plant;
  - (d) the position of all apparatus; and
  - (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus.
- (3) The undertaker must not commence the construction or renewal of any specified works to which sub-paragraph (1) or (2) applies until the statutory undertaker has given written approval of the plan so submitted.
- (4) Any approval of the statutory undertaker required under sub-paragraph (3)—
- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5), (7) or (8);
  - (b) must not be unreasonably withheld or delayed.
- (5) In relation to a specified work to which sub-paragraph (1) or (2) applies, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications are made within a period of 56 days beginning with the date on which the plan under sub-paragraph (1) is submitted to it (or such lesser period agreed by the statutory undertaker, acting reasonably). For the avoidance of doubt, provided that any further iterations of the plan submitted to the statutory undertaker for approval as a result of modifications required under this paragraph are not materially different to the modifications previously made by the statutory undertaker, any further required modifications will be made by the statutory undertaker as soon as reasonably practicable thereafter and in any event within 21 days of receipt of any further plans.
- (6) Specified works executed under the Order must be executed only in accordance with the plan, submitted under sub-paragraph (1) or as relevant [<sup>F15</sup>sub-paragraph (2)], as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (5) or (7) by the statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker is entitled to watch and inspect the execution of those works.
- (7) Where the statutory undertaker requires any protective works to be carried out either themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to the statutory undertaker's satisfaction prior to the carrying out of any specified works authorised by the Order or any relevant part thereof (unless otherwise agreed by the statutory undertaker, acting reasonably) and the statutory undertaker must give notice of such works as soon as reasonably practicable and in any event within 56 days from the date of submission of a plan in line with sub-paragraph (1) or (2) (except in an emergency).
- (8) In relation to a specified work to which sub-paragraph (1) or (2) applies, it is reasonable for a statutory undertaker to require as a condition of granting approval that the undertaker enter into a cable proximity agreement on reasonable terms reflecting industry good practice.
- (9) If a statutory undertaker in accordance with sub-paragraph (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).
- (10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any specified works (unless otherwise agreed by the statutory undertaker, acting reasonably), a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(11) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraph (5), (6) and (7) insofar as is reasonably practicable in the circumstances.

#### Textual Amendments

**F15** Words in [Sch. 10 Pt. 5 para. 9\(6\)](#) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), [art. 1\(2\)](#), [Sch.](#)

#### Commencement Information

**I165** Sch. 10 Pt. 5 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

### Offshore disposals

**10.—(1)** The undertaker must—

- (a) consult the statutory undertaker in relation to any draft disposal plan or similar which proposes to deposit material within the cable route disposal area(s) at least 56 days prior to the submission of the draft plan or similar to the MMO; and
- (b) make such amendments as are reasonably requested by the statutory undertaker within 30 days following receipt of the draft plan by the statutory undertaker prior to submission of the draft disposal plan or similar to the MMO for approval.

(2) Subject to complying with all relevant health and safety considerations, the undertaker must permit representatives of the statutory undertaker on any vessel carrying out dredging or disposal activities related to the cable route disposal area(s) to monitor and verify the dredging and disposal carried out in terms of location, method, timing, quantity, nature of materials and other relevant matters.

(3) Unless otherwise agreed, the undertaker must give at least 21 days' notice in writing to the statutory undertaker of the intended departure of all vessels referred to in sub-paragraph (2) together with written information concerning the proposed dredging and disposal activities and must comply with all reasonable requests from the statutory undertaker to enable the verification referred to in that sub-paragraph to be carried out effectively and efficiently.

(4) The undertaker must provide to the statutory undertaker a copy of each disposal return required to be submitted to the MMO pursuant to the approved disposal plan or similar under this Order relevant to the cable route disposal area(s) within ten days of submission to the MMO, such returns to include, without limitation, the actual volumes of materials disposed of, the disposal locations, the approved monitoring plan and the results of monitoring conducted.

#### Commencement Information

**I166** Sch. 10 Pt. 5 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

### Provision of information

**11.—(1)** To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order request up-to-date written confirmation from the statutory undertaker of the precise route of any existing installed apparatus and any proposed East Anglia TWO cable route or other apparatus to be installed by the statutory undertaker.

(2) Within 56 days following receipt of a request under sub-paragraph (1), the statutory undertaker must provide the requested information to the extent that such information is available.

#### Commencement Information

**I167** Sch. 10 Pt. 5 para. 11 in force at 22.4.2022, see [art. 1\(2\)](#)

### Expenses

**12.**—(1) Subject to the following provisions of this paragraph, the undertaker must repay to the statutory undertaker on demand all charges, costs and expenses reasonably and properly incurred by that statutory undertaker in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to herein including without limitation—

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that the statutory undertaker elects to use powers of compulsory acquisition to acquire any necessary rights under paragraph 7(3) all costs incurred as a result of such action;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to herein.

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions hereof and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions hereof—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated, and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or in default of agreement settled by arbitration in accordance with article 37 (arbitration) of the Order to be necessary, then, if such placing involves cost in the construction of works under the provisions hereof exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the statutory undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type

of operations, capacity, dimensions or place at the existing depth in which case full costs must be borne by the undertaker.

- (4) For the purposes of sub-paragraph (3)—
- (a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
  - (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole must be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to the statutory undertaker in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the statutory undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

#### Commencement Information

**I168** Sch. 10 Pt. 5 para. 12 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Compensation

**13.**—(1) Subject to sub-paragraphs (2), (3) and (4), if by reason or in consequence of the construction of any such works authorised herein or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under the provisions herein or any subsidence resulting from any of these works), any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of the statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker must

- (a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring the supply; and
- (b) compensate the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or the statutory undertaker becoming liable to any third party in accordance with the provisions of this part.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (subject to sub-paragraph (3)), excuse the undertaker from liability under the provisions of this paragraph.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents.

(4) The statutory undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without first consulting the undertaker and considering their representations (such representations not to be unreasonably withheld or delayed).

**Commencement Information**

**I169** Sch. 10 Pt. 5 para. 13 in force at 22.4.2022, see [art. 1\(2\)](#)

**Enactments and agreements**

**14.** Nothing herein affects the provisions of any enactment or agreement regulating the relations between the undertaker and the statutory undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which the Order is made.

**Commencement Information**

**I170** Sch. 10 Pt. 5 para. 14 in force at 22.4.2022, see [art. 1\(2\)](#)

**Co-operation**

**15.** Where in consequence of the proposed construction of any of the authorised development, the undertaker or the statutory undertaker requires the removal of apparatus under paragraph 7(2) or a statutory undertaker makes requirements for the protection or alteration of apparatus under paragraph 9 the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the statutory undertaker's undertaking and the statutory undertaker must use its best endeavours to co-operate with the undertaker for that purpose.

**Commencement Information**

**I171** Sch. 10 Pt. 5 para. 15 in force at 22.4.2022, see [art. 1\(2\)](#)

**Access**

**16.** If in consequence of the agreement reached in accordance with paragraph 6 or the powers granted under the Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as enables the statutory undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.

**Commencement Information**

**I172** Sch. 10 Pt. 5 para. 16 in force at 22.4.2022, see [art. 1\(2\)](#)

**Arbitration**

**17.** Any difference or dispute arising between the undertaker and the statutory undertaker must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by arbitration in accordance with article 37 (arbitration) of the Order.

**Commencement Information**

**I173** Sch. 10 Pt. 5 para. 17 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 6

### Protection for East Anglia ONE Offshore Wind Farm and East Anglia THREE Offshore Wind Farm

1. For the protection of the statutory undertakers referred to in this part of this Schedule the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker concerned.

#### Commencement Information

**I174** Sch. 10 Pt. 6 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

2. In this part of this schedule—

“apparatus” means electric lines or electrical plant (as defined in the 1989 Act) belonging to or maintained by the statutory undertaker;

“plan” or “plans” includes all designs, drawings, specifications, method statements, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed;

“specified works” means works authorised by this Order (or authorised by any marine licence intended to operate in conjunction with this Order) that are to be carried out within 750 metres of apparatus belonging to a statutory undertaker; and

“statutory undertaker” means, as appropriate—

- (a) the statutory undertaker who owns and/or operates the transmission assets under the East Anglia ONE Offshore Wind Farm Order 2014(**43**);
- (b) the statutory undertaker who owns and/or operates the transmission assets under the East Anglia THREE Offshore Wind Farm Order 2017(**44**).

#### Commencement Information

**I175** Sch. 10 Pt. 6 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

3.—(1) Not less than 56 days (or such lesser period agreed by the statutory undertaker, acting reasonably) before commencing the execution of any specified works, the undertaker must submit to the statutory undertaker a plan.

(2) The undertaker must not commence the construction or renewal of any works to which sub-paragraph (1) applies until the statutory undertaker has given written approval of the plan so submitted.

(3) Any approval of the statutory undertaker required under sub-paragraph (2)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (4), (6) or (7);
- (b) must not be unreasonably withheld or delayed.

(4) In relation to a work to which sub-paragraph (1) applies, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing

(43) [S.I. 2014/1599](#).

(44) [S.I. 2017/826](#).

proper and convenient means of access to any apparatus provided that such modifications are made within a period of 56 days beginning with the date on which the plan under sub-paragraph (1) is submitted to it (or such lesser period agreed by the statutory undertaker, acting reasonably). For the avoidance of doubt, provided that any further iterations of the plan submitted to the statutory undertaker for approval as a result of modifications required under this paragraph are not materially different to the modifications previously made by the statutory undertaker, any further required modifications will be made by the statutory undertaker as soon as reasonably practicable thereafter and in any event within 21 days of receipt of any further plans.

(5) Specified works executed under this Order must be executed only in accordance with the plan, submitted under sub-paragraph (1), as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (4) or (6) by the statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker is entitled to watch and inspect the execution of those works.

(6) Where the statutory undertaker requires any protective works to be carried out either themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to the statutory undertaker's satisfaction prior to the carrying out of any specified works authorised by this Order or any relevant part thereof (unless otherwise agreed by the statutory undertaker, acting reasonably) and the statutory undertaker must give notice of such works as soon as reasonably practicable and in any event within 56 days from the date of submission of a plan in line with sub-paragraph (1) (except in an emergency).

(7) In relation to a specified work to which sub-paragraph (1) applies, it is reasonable for a statutory undertaker to require as a condition of granting approval that the undertaker enter into a cable proximity agreement on reasonable terms reflecting industry good practice.

(8) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works (unless otherwise agreed by the statutory undertaker, acting reasonably), a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(9) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraph (4) and (6) insofar as is reasonably practicable in the circumstances.

#### **Commencement Information**

**I176** Sch. 10 Pt. 6 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

#### **Expenses**

**4.** Subject to the following provisions of this paragraph, the undertaker must repay to the statutory undertaker on demand all charges, costs and expenses reasonably and properly incurred by that statutory undertaker in, or in connection with, the inspection, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to herein including without limitation—

- (a) the approval of plans;
- (b) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;



- (c) the survey of apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to herein.

**Commencement Information**

**I177** Sch. 10 Pt. 6 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

**Compensation**

5.—(1) Subject to sub-paragraphs (2), (3) and (4), if by reason or in consequence of the construction of any such works authorised herein or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by the undertaker) in the course of carrying out such works, including without limitation works carried out by the undertaker under the provisions herein or any subsidence resulting from any of these works), any damage is caused to any apparatus of the statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker must

- (a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring the supply; and
- (b) compensate the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or the statutory undertaker becoming liable to any third party in accordance with the provisions of this part.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (subject to sub-paragraph (3)), excuse the undertaker from liability under the provisions of this paragraph.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents.

(4) The statutory undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without first consulting the undertaker and considering their representations (such representations not to be unreasonably withheld or delayed).

**Commencement Information**

**I178** Sch. 10 Pt. 6 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

**Co-operation**

6. Where in consequence of the proposed construction of any of the authorised development, a statutory undertaker makes requirements for the protection or alteration of apparatus under paragraph 3 the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the statutory undertaker's undertaking and the statutory undertaker must use its best endeavours to co-operate with the undertaker for that purpose.



**Commencement Information**

**I179** Sch. 10 Pt. 6 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

**Arbitration**

7. Any difference or dispute arising between the undertaker and the statutory undertaker must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by arbitration in accordance with article 37 (arbitration) of the Order.

**Commencement Information**

**I180** Sch. 10 Pt. 6 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 7

### Protection for EDF Energy

**Application**

1. For the protection of EDF Energy the following provisions of this Schedule shall have effect unless otherwise agreed in writing between the undertaker and EDF Energy.

**Commencement Information**

**I181** Sch. 10 Pt. 7 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

**Interpretation**

2. In this Part of this Schedule—

“EDF Energy” means EDF Energy Nuclear Generation Limited (company number 03076445);

“HDD punch out” means the location where the drilling bit associated with the HDD exits out of the pilot hole on the seabed;

“utility apparatus” includes water mains, pipes, electricity or telecommunication cables, or other apparatus belonging to or maintained by a statutory undertaker.

**Commencement Information**

**I182** Sch. 10 Pt. 7 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**Interaction at Sizewell Gap**

3.—(1) The undertaker shall consult with EDF Energy in the preparation of the Sizewell Gap construction method statement prior to submission of the Sizewell Gap construction method statement to the relevant planning authority for approval in accordance with requirement 22.

(2) The undertaker shall consult with EDF Energy in the preparation of—

(a) the access management plan, to the extent that it relates to Work Nos. 10, 11 or 15; and

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(b) the construction traffic management plan, to the extent that it relates to Work Nos. 10 or 15, prior to the submission of each plan to the relevant highway authority for approval in accordance with requirements 16 and 28 respectively.

(3) Prior to carrying out any of Work Nos. 10, 11 and or 15, the undertaker shall carry out surveys to establish the location of all utility apparatus within these areas which has the potential to provide services to EDF Energy.

(4) In the event of any damage to any utility apparatus which provides services to EDF Energy within the area of Work Nos. 10, 11 and 15, the undertaker shall immediately inform EDF Energy and shall use best endeavours to secure the repair of any damage within 24 hours.

#### Commencement Information

**I183** Sch. 10 Pt. 7 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

### Quality of Sizewell B cooling water intake

4.—(1) Save for urgent reasons of vessel safety which mean there is insufficient time to comply with this sub-paragraph, in which case the undertaker shall use its reasonable endeavours to contact EDF Energy immediately to inform of non-compliance by a mechanism previously agreed in writing with EDF Energy, all operations carried out by the undertaker must avoid the area labelled “Sizewell B Tidally Restricted Shallow Water Area / Vessel Transit and Loading Exclusion Zone” and coloured purple on the Activity Exclusion Zones plan (Drawing No. EA1N-DEV-DRG-IBR-001260).

(2) Sub-paragraph (1) applies unless EDF Energy otherwise agrees in writing either a modification of the procedure described above or an alternative protective measure and that alternative method is shown to be of no greater risk to the Sizewell B intake and its function (such agreement not to be unreasonably withheld or delayed).

#### Commencement Information

**I184** Sch. 10 Pt. 7 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

### Coralline Crag

5.—(1) The undertaker shall consult with EDF Energy in the preparation of the landfall construction method statement prior to submission of the landfall construction method statement to the relevant planning authority for approval in accordance with requirement 13.

(2) Prior to carrying out Work No. 6, the undertaker shall carry out geophysical surveys to confirm the visible extent of the Coralline Crag formation and shall provide the results of such surveys to the extent that they demonstrate the visible extent of the Coralline Crag to EDF Energy on completion.

(3) The undertaker must not undertake cable trenching activities or locate the HDD punch out within—

- (a) the Punch Out and Trenching Restriction Area shown on the Activity Exclusion Zones plan (Drawing No. EA1N-DEV-DRG-IBR-001260); or
- (b) the visible extent of the Coralline Crag as confirmed by the surveys undertaken under sub-paragraph (2),

unless otherwise agreed with EDF Energy (such agreement not to be unreasonably withheld or delayed).

**Commencement Information**

**I185** Sch. 10 Pt. 7 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

**Arbitration**

6. Any difference or dispute arising between EDF Energy and the undertaker must, unless otherwise agreed in writing between EDF Energy and the undertaker, be determined by arbitration in accordance with article 37 (arbitration) of the Order.

**Commencement Information**

**I186** Sch. 10 Pt. 7 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 8

### Protection of NNB Generation Company (SZC) Limited

**Application**

1. For the protection of SZC Co. the following provisions of this Schedule have effect unless otherwise agreed in writing between the undertaker and SZC Co.

**Commencement Information**

**I187** Sch. 10 Pt. 8 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

**Interpretation**

2. In this Part of this Schedule—

“SZC Co.” means NNB Generation Company (SZC) Limited (company number 09284825).

**Commencement Information**

**I188** Sch. 10 Pt. 8 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**Interaction at Sizewell Gap**

3. The undertaker shall consult with SZC Co. in the preparation of the Sizewell Gap construction method statement, to the extent that it relates to Work No. 15, prior to submission of the Sizewell Gap construction method statement to the relevant planning authority for approval in accordance with requirement 22.

**Commencement Information**

**I189** Sch. 10 Pt. 8 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

### Interaction at Snape Road

4. The undertaker shall consult with SZC Co. in the formulation of the proposed method of working and timing of execution of works within the area of Work No. 35, prior to Work No. 35 commencing.

#### Commencement Information

**I190** Sch. 10 Pt. 8 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

### Interaction at Friday Street

5. The undertaker shall consult with SZC Co. in the formulation of the proposed method of working and timing of execution of works within the area of Work No. 36, prior to Work No.36 commencing.

#### Commencement Information

**I191** Sch. 10 Pt. 8 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

### Sizewell C proposed intake infrastructure

6.—(1) Save for urgent reasons of vessel safety and subject to sub-paragraph (2), the undertaker shall not carry out any of the authorised project (including the placement temporary or otherwise of anchors or moorings) within the area labelled “Overlap of Sizewell C Order limits with East Anglia ONE North Order limits” and hatched purple on the Sizewell C Order Limits Interaction – Offshore Plan (Drawing No. EA1N-DEV-DRG-IBR-001283) without having first submitted to and secured approval from SZC Co. details of the proposed method of working within these areas (such approval not to be unreasonably withheld or delayed) and thereafter the undertaker shall implement the authorised project in full accordance with such approved details.

(2) Nothing in this paragraph shall prevent the passage of vessels within the area specified in sub-paragraph (1) prior to the construction of any works within that location by SZC Co. at any time.

#### Commencement Information

**I192** Sch. 10 Pt. 8 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

### Acquisition of land

7. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not, to the extent that the exercise of such powers relates to the carrying out of Work Nos. 15, 35 or 36, acquire any land interest or rights or impose restrictive covenants over land belonging to SZC Co. and may not override or extinguish any easement and/or other rights or interests of SZC Co. otherwise than by agreement.

#### Commencement Information

**I193** Sch. 10 Pt. 8 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

## Arbitration

8. Any difference or dispute arising between SZC Co. and the undertaker must, unless otherwise agreed in writing between SZC Co. and the undertaker, be determined by arbitration in accordance with article 37 (arbitration) of the Order.

### Commencement Information

**I194** Sch. 10 Pt. 8 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

## SCHEDULE 11

Article 34

### Hedgerows

## PART 1

### Removal of important hedgerows

### Commencement Information

**I195** Sch. 11 Pt. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

<i>(1)</i> Area	<i>(2)</i> Reference of hedgerow
District of East Suffolk	The important hedgerow marked 3 on sheet 1 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 10 on sheet 3 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 11 on sheet 3 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 12 on sheet 3 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 15 on sheet 4 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 17 on sheet 4 of 12 of the important hedgerows and tree preservation order plan.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of East Suffolk	The important hedgerow marked 19 on sheet 5 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 21 on sheet 5 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 26 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 27 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 28 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 29 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 30 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 35 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 36 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 37 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 38 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 39 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 40 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 41 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of East Suffolk	The important hedgerow marked 42 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 43 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 44 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 45 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 46 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 47 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 48 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 49 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 50 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 51 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 52 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 54 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 56 on sheet 8 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 57 on sheet 8 of 12 of the important hedgerows and tree preservation order plan.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of East Suffolk	The important hedgerow marked 58 on sheet 8 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 60 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 61 on sheet 9 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 62 on sheet 9 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 63 on sheet 9 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 64 on sheet 9 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 65 on sheet 9 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 66 on sheet 9 of 12 of the important hedgerows and tree preservation order plan.

## PART 2

### Important hedgerows that will be crossed using a reduced working width

#### Commencement Information

**I196** Sch. 11 Pt. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of East Suffolk	The important hedgerow marked 1 on sheet 1 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 2 on sheet 1 of 12 of the important hedgerows and tree preservation order plan.



<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of East Suffolk	The important hedgerow marked 4 on sheet 2 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 6 on sheet 2 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 7 on sheet 2 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 8 on sheet 3 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 9 on sheet 3 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 14 on sheet 4 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 16 on sheet 4 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 18 on sheet 4 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 20 on sheet 5 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 22 on sheet 5 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 23 on sheet 5 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 24 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 31 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 32 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.

## SCHEDULE 12

Article 35

## Trees subject to tree preservation orders

**Commencement Information**

**I197** Sch. 12 in force at 22.4.2022, see **art. 1(2)**

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Type of tree</i>	<i>(3)</i> <i>Reference of trees</i>	<i>(4)</i> <i>Work to be carried out</i>
District of East Suffolk	Several mixed deciduous and coniferous species consisting mainly of Silver Birch, Oak, Beech, Sycamore, Horse Chestnut, Cherry, Scots Pine, Corsican Pine, mixed Ornamental Conifers and Evergreen Oak.	Tree Preservation Order 1987, Area Number A1, TPO Number SCDC/87/00030 marked on sheet 5 of 12 of the important hedgerows and tree preservation order plan.	Removal, trimming, lopping and coppicing of trees within Tree Preservation Order 1987, Area Number A1, TPO Number SCDC/87/00030 to be carried out to facilitate the construction of the authorised development and to ensure its future operation.

## SCHEDULE 13

Article 31

## Deemed licence under the 2009 Act - generation assets

## PART 1

## Licensed marine activities

## 1.—(1) In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2017 Offshore Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017<sup>(45)</sup>;

“the 2017 Regulations” means the Conservation of Habitats and Species Regulations 2017<sup>(46)</sup>;

“air clearance height” means the distance between the lowest point of the rotating blade of the wind turbine generator and MHWS;

<sup>(45)</sup> S.I. 2017/1013.

<sup>(46)</sup> S.I. 2017/1012.

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this licence;

“authorised scheme” means Work Nos. 1 to 4 described in paragraph 3 of Part 1 of this licence or any part of that work;

“best practice protocol for minimising disturbance to red-throated diver” means the document certified as the best practice protocol for minimising disturbance to red-throated diver by the Secretary of State for the purposes of the Order under article 36;

“buoy” means any floating device used for navigational purposes or measurement purposes, including LiDAR buoys, wave buoys and guard buoys;

“cable crossings” means the crossing of existing sub-sea cables or pipelines or other existing infrastructure by the platform link or export cables authorised by the Order together with physical protection measures including cable protection;

“cable protection” means measures to protect cables from physical damage and including, but not limited to, the use of bagged solutions filled with grout or other materials, protective aprons or coverings, mattresses, flow energy dissipation devices or rock and gravel burial;

“Cefas” means the Centre for Environment, Fisheries and Aquaculture Science or any successor body to its function;

“commence” means the first carrying out of any licensed marine activities authorised by this licence, save for operations consisting of offshore preparation works or pre-construction monitoring surveys approved under this licence and the words “commencement” and “commenced” must be construed accordingly;

“condition” means a condition in Part 2 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands, B75 7RL and any successor body to its functions;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order under article 36;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order under article 36;

“European offshore marine site” has the meaning given in regulation 18 of the 2017 Offshore Regulations;

“European site” has the meaning given in regulation 27 of the 2017 Offshore Regulations;

“gravity base foundation” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“Historic England” means the Historic Buildings and Monuments Commission for England;

“in principle monitoring plan” means the document certified as the in principle monitoring plan by the Secretary of State for the purposes of the Order under article 36;

“in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan” means the document certified as the in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan by the Secretary of State for the purposes of the Order under article 36;

“inter-array cable” means the cables linking the wind turbine generators to each other and to the offshore electrical platforms and described in paragraph (c) of Work No. 1;

“jacket foundation” means a steel jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction buckets and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“LAT” means lowest astronomical tide;

“layout principles statement” means the document certified as the layout principles statement by the Secretary of State for the purposes of the Order under article 36;

“licence 2 (transmission)” means the licence set out in Schedule 14 (deemed licence under the 2009 Act – offshore transmission assets);

“licensed activities” means the activities specified in Part 1 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works) to the Order and any component part of any wind turbine generator, offshore electrical platform, construction, operation and maintenance platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) to the Order not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“MCA” means the Maritime and Coastguard Agency;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“offshore electrical platform” means a platform with one or more decks, whether open or fully clad, accommodating electrical power transformers, low, medium and/or high voltage switch gear, instrumentation, protection and control systems, neutral earthing resistors, reactive compensation, standby electrical generation equipment, fuelling facilities, auxiliary and uninterruptible power supply systems and transformers, accommodation, emergency shelter, craneage, metering stations, meteorological equipment, helicopter landing facilities, messing facilities, potable water storage, black water separation equipment, control hub, drainage facilities, access equipment, J-tubes, marking and lighting and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore Order limits” means the limits shown on the works plans within which the authorised scheme may be carried out;

“offshore platforms” means the construction, operation and maintenance platform and the offshore electrical platforms;

“offshore preparation works” means surveys, monitoring and UXO clearance activities seaward of MHWS undertaken prior to the commencement of construction to prepare for construction;

“the Order” means the East Anglia ONE North Offshore Wind Farm Order 2022;

“outline fisheries liaison and coexistence plan” means the document certified as the outline fisheries liaison and coexistence plan by the Secretary of State for the purposes of the Order under article 36;

“outline navigation monitoring strategy” means the document certified as the outline navigation monitoring strategy by the Secretary of State for the purposes of the Order under article 36;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order under article 36;

“outline *Sabellaria* reef management plan” means the document certified as the outline *Sabellaria* reef management plan by the Secretary of State for the purposes of the Order under article 36;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of the Order under article 36;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“platform link cables” means the cables linking offshore platforms to one another and described in Work No. 4;

“relevant site” means a European offshore marine site or a European site;

“SAC” means special area of conservation;

“statutory historic body” means Historic England or its successor in function;

“statutory nature conservation body” means the appropriate nature conservation body as defined in regulation 5 of the 2017 Regulations;

“suction caisson” means large diameter steel cylindrical shells which penetrate the seabed assisted by a hydrostatic pressure differential for securing steel jacket foundations;

“suction caisson foundation” means a tubular steel structure which penetrates the seabed assisted by a hydrostatic pressure differential and associated equipment, including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“undertaker” means East Anglia ONE North Limited (company number 11121800);

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“UXO” means unexploded ordnance;

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation; and

“works plans” means the plans certified as the works plans by the Secretary of State for the purposes of the Order.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT);
- (b) all coordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing Team  
Lancaster House  
Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Marine Environment Team  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 0208 026 6094;

(c) Trinity House

Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900;

(e) Maritime and Coastguard Agency

Navigation Safety Branch

Bay 2/20, Spring Place

105 Commercial Road

Southampton

SO15 1EG

Tel: 020 3817 2426;

(f) Natural England

Area 1C, Nobel House

17 Smith Square

London

SW1P 2AL

Tel: 0300 060 4911;

(g) Historic England

Brooklands

24 Brooklands Avenue

Cambridge

CB2 8BU

Tel: 01223 582749.

**Commencement Information**

**I198** Sch. 13 Pt. 1 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

**Details of licensed marine activities**

2. Subject to the licence conditions, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 4 below;
- (b) the construction of works in or over the sea or on or under the sea bed;
- (c) dredging for the purposes of seabed preparation for foundation works and cable laying preparation works;
- (d) debris clearance works;
- (e) boulder clearance works either by displacement ploughing or subsea grab technique or other equivalent method;
- (f) UXO clearance works;
- (g) the removal of out of service cables;
- (h) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation; and
- (i) the disposal of up to 2,832,568 m<sup>3</sup> of inert material of natural origin and/or dredged material within the offshore Order limits produced during construction drilling or seabed preparation for foundation works, sandwave clearance and boulder clearance works at

disposal site reference(s) to be provided by the MMO within the extent of the Order limits seaward of MHWS comprising—

- (i) 1,590,036 m<sup>3</sup> in respect of the wind turbine generators;
- (ii) 400,000 m<sup>3</sup> in respect of the inter-array cables;
- (iii) 23,732 m<sup>3</sup> in respect of the meteorological mast;
- (iv) 668,800 m<sup>3</sup> in respect of the construction, operation and maintenance platform and the offshore electrical platforms (some of which may alternatively be disposed under licence 2 (transmission)); and
- (v) 150,000 m<sup>3</sup> in respect of the platform link cables (some of which may alternatively be disposed under licence 2 (transmission)).

#### Commencement Information

**I199** Sch. 13 Pt. 1 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**3.—(1)** Such activities are authorised in relation to the construction, maintenance and operation of—

(2) Work No. 1—

- (a) an offshore wind turbine generating station with a gross electrical output capacity of over 100 MW comprising up to 67 wind turbine generators each fixed to the seabed by one of five foundation types (namely monopile, jacket on suction caissons, jacket on piles, suction caisson or gravity base), fitted with rotating blades and situated within the area shown on the works plans and further comprising (b) to (c) below;
- (b) up to one meteorological mast fixed to the seabed within the area shown on the works plans by one of five foundation types (namely monopile, jacket on suction caissons, jacket on piles, suction caisson or gravity base); and
- (c) a network of subsea inter-array cables within the area shown on the works plans between the wind turbine generators and between the wind turbine generators and Work No. 3 for the transmission of electricity and electronic communications including one or more cable crossings.

(3) Work No. 2 — up to one construction, operation and maintenance platform fixed to the seabed within the area shown on the works plans by one of four foundation types (namely monopile, jacket on suction caissons, jacket on piles or gravity base) (which may alternatively be constructed under licence 2 (transmission));

(4) Work No. 3 — up to four offshore electrical platforms fixed to the seabed within the area shown on the works plans by one of four foundation types (namely monopile, jacket on suction caissons, jacket on piles or gravity base) (which may alternatively be constructed under licence 2 (transmission));

(5) Work No. 4 — a network of subsea platform link cables within the area shown on the works plans between the offshore electrical platforms comprising Work No. 3 and between the construction, operation and maintenance platform comprising Work No. 2 and the offshore electrical platforms comprising Work No. 3 for the transmission of electricity and electronic communications including one or more cable crossings (which may alternatively be constructed under licence 2 (transmission));

(6) In connection with such Work Nos. 1 to 4 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement, including—



- (a) scour protection around the foundations of the offshore structures;
  - (b) cable protection measures such as rock placement and the placement of concrete mattresses and frond mattresses;
  - (c) dredging;
  - (d) the removal of material from the seabed required for the construction of Work Nos. 1 to 4 and the disposal of seabed sediments produced during construction drilling and seabed preparation for the installation of the foundations of the offshore structures or during seabed preparation for cable laying;
- (7) In connection with such Work Nos. 1 to 4, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—
- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
  - (b) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

**Commencement Information**

**I200** Sch. 13 Pt. 1 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

4. The substances or articles authorised for deposit at sea are—
- (a) iron and steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) material extracted from within the offshore Order limits during construction drilling and seabed preparation for foundation works and sandwave clearance works; and
  - (g) marine coatings, other chemicals and timber.

**Commencement Information**

**I201** Sch. 13 Pt. 1 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

5. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	52° 21 40.240N	02° 18 57.351E
2	52° 22 49.082N	02° 18 20.131E
3	52° 25 41.851N	02° 18 38.726E
4	52° 26 07.817N	02° 19 55.691E
5	52° 25 47.948N	02° 34 14.117E
6	52° 20 33.278N	02° 34 13.789E
7	52° 20 19.052N	02° 28 56.310E

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
8	52° 18 11.924N	02° 20 49.771E
9	52° 21 07.976N	02° 19 14.783E

**Commencement Information**

**I202** Sch. 13 Pt. 1 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

6. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

**Commencement Information**

**I203** Sch. 13 Pt. 1 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

7. The provisions of section 72 of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 5 (benefit of the Order).

**Commencement Information**

**I204** Sch. 13 Pt. 1 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

8. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this licence, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

**Commencement Information**

**I205** Sch. 13 Pt. 1 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

9. Any amendments to the details, plan or scheme must be in accordance with the principles and assessments set out in the environmental statement, and approval for an amendment may be given only where it has been demonstrated to the satisfaction of the MMO that the amendment is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

**Commencement Information**

**I206** Sch. 13 Pt. 1 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

10. Notwithstanding the grid coordinates specified at paragraph 5 and notwithstanding anything to the contrary shown on the work plans referred to in this Part, no part of Work No. 1(a) or Work No. 1(b) as described in paragraph 3, may be carried out if it falls within 8 kilometres of the boundary of the Outer Thames Estuary Special Protection Area.

**Commencement Information**

**I207** Sch. 13 Pt. 1 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

**Commencement Information**

**I199** Sch. 13 Pt. 1 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)  
**I200** Sch. 13 Pt. 1 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)  
**I201** Sch. 13 Pt. 1 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)  
**I202** Sch. 13 Pt. 1 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)  
**I203** Sch. 13 Pt. 1 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)  
**I204** Sch. 13 Pt. 1 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)  
**I205** Sch. 13 Pt. 1 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)  
**I206** Sch. 13 Pt. 1 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)  
**I207** Sch. 13 Pt. 1 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 2

### Conditions

#### Design parameters

1.—(1) Subject to sub-paragraph (2), wind turbine generators forming part of the authorised scheme must not—

- (a) exceed a height of 282 metres when measured from LAT to the tip of the vertical blade;
- (b) exceed a height of 175 metres to the height of the centreline of the generator shaft forming part of the hub when measured from LAT;
- (c) exceed a rotor diameter of 250 metres;
- (d) be less than 800 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 1,200 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind);
- (e) have an air clearance height of less than 24 metres from MHWS.

(2) References to the location of a wind turbine generator in sub-paragraph (1) above, are references to the centre point of that turbine.

**Commencement Information**

**I208** Sch. 13 Pt. 2 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

2.—(1) The total number of meteorological masts forming part of the authorised scheme must not exceed one.

(2) The meteorological mast must not exceed a height of 175 metres above LAT.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

**Commencement Information**

**I209** Sch. 13 Pt. 2 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**3.—(1)** The total number of construction, operation and maintenance platforms forming part of the authorised scheme and the authorised scheme in licence 2 (transmission) taken together must not exceed one (whether constructed under this licence or licence 2 (transmission)).

(2) The dimensions of the construction, operation and maintenance platform forming part of the authorised scheme (excluding towers, helipads, masts and cranes) must not exceed 50 metres in height when measured from LAT, 70 metres in length and 50 metres in width.

**Commencement Information**

**I210** Sch. 13 Pt. 2 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

**4.—(1)** The total number of offshore electrical platforms forming part of the authorised scheme and the authorised scheme in licence 2 (transmission) taken together must not exceed four (whether constructed under this licence or licence 2 (transmission)).

(2) The dimensions of any offshore electrical platform forming part of the authorised scheme (excluding towers, helipads, masts and cranes) must not exceed 50 metres in height when measured from LAT, 70 metres in length and 50 metres in width.

**Commencement Information**

**I211** Sch. 13 Pt. 2 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

**5.** The total length of the cables forming part of the authorised scheme and the authorised scheme in licence 2 (transmission) and the volume and area of their cable protection must not exceed the following (whether installed under this licence or licence 2 (transmission))—

<i>Work</i>	<i>Length</i>	<i>Area of cable protection</i>	<i>Volume of cable protection</i>
Work No. 1(c) (inter-array cables)	200 kilometres	210,800 m <sup>2</sup>	237,008 m <sup>3</sup>
Work No. 4 (platform link cables)	75 kilometres	130,390 m <sup>2</sup>	146,650 m <sup>3</sup>

**Commencement Information**

**I212** Sch. 13 Pt. 2 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

**6.—(1)** In relation to a wind turbine generator, each gravity base foundation must not have a diameter at the level of the seabed which is more than 60 metres;

(2) In relation to a wind turbine generator, each suction caisson foundation must not have a diameter at the level of the seabed which is more than 35 metres;

(3) In relation to a wind turbine generator, each jacket foundation must not have—

- (a) a pile diameter which is more than 4.6 metres in the case of pin piles or a suction caisson diameter which is more than 16 metres;
  - (b) more than four piles or more than four suction caissons;
  - (c) more than four legs.
- (4) In relation to a wind turbine generator, each monopile foundation must not have a diameter which is more than 15 metres.
- (5) The total amount of scour protection for the wind turbine generators must not exceed 1,348,686 m<sup>2</sup>.
- (6) The total volume of scour protection for the wind turbine generators must not exceed 2,023,029 m<sup>3</sup>.

**Commencement Information**

**I213** Sch. 13 Pt. 2 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

- 7.—(1) In relation to a meteorological mast, each gravity base foundation must not have a footprint at the seabed which is more than 315 m<sup>2</sup>.
- (2) In relation to a meteorological mast, each suction caisson foundation must not have a footprint at seabed which is more than 177 m<sup>2</sup>.
- (3) In relation to a meteorological mast, each jacket foundation must not have a footprint at the seabed which is more than 651 m<sup>2</sup>.
- (4) In relation to a meteorological mast, each monopile foundation must not have a footprint at the seabed which is more than 51 m<sup>2</sup>.
- (5) The total amount of scour protection for the meteorological mast must not exceed 2,828 m<sup>2</sup>.
- (6) The total volume of scour protection for the meteorological mast must not exceed 4,241 m<sup>3</sup>.

**Commencement Information**

**I214** Sch. 13 Pt. 2 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

- 8.—(1) In relation to any construction, operation and maintenance platform, the gravity base foundations must not have a total footprint of more than 4,800 m<sup>2</sup>.
- (2) In relation to any construction, operation and maintenance platform, the jacket foundations must not have a total footprint at the seabed which is more than 5,676 m<sup>2</sup>.
- (3) In relation to any construction, operation and maintenance platform, the monopile foundation must not have a total footprint at the seabed which is more than 177 m<sup>2</sup>.
- (4) The total amount of scour protection for the construction, operation and maintenance platform forming part of the authorised scheme and the authorised scheme in licence 2 (transmission) must not exceed 15,276 m<sup>2</sup> (whether installed under this licence or licence 2 (transmission)).
- (5) The total volume of scour protection for the construction, operation and maintenance platform forming part of the authorised scheme and the authorised scheme in licence 2 (transmission) must not exceed 22,914 m<sup>3</sup> (whether installed under this licence or licence 2 (transmission)).

#### Commencement Information

**I215** Sch. 13 Pt. 2 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

9.—(1) In relation to each offshore electrical platform, the gravity base foundations must not have a total footprint at the seabed which is more than 4,800 m<sup>2</sup>.

(2) In relation to each offshore electrical platform, the jacket foundations must not have a total footprint at the seabed which is more than 5,676 m<sup>2</sup>.

(3) In relation to each offshore electrical platform, the monopile foundation must not have a total footprint at the seabed which is more than 177 m<sup>2</sup>.

(4) The total amount of scour protection for the offshore electrical platforms forming part of the authorised scheme and the authorised scheme in licence 2 (transmission) must not exceed 62,064 m<sup>2</sup> (whether installed under this licence or licence 2 (transmission)).

(5) The total volume of scour protection for the offshore electrical platforms forming part of the authorised scheme and the authorised scheme in licence 2 (transmission) must not exceed 91,656 m<sup>3</sup> (whether installed under this licence or licence 2 (transmission)).

#### Commencement Information

**I216** Sch. 13 Pt. 2 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Commencement Information

**I208** Sch. 13 Pt. 2 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

**I209** Sch. 13 Pt. 2 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**I210** Sch. 13 Pt. 2 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

**I211** Sch. 13 Pt. 2 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

**I212** Sch. 13 Pt. 2 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

**I213** Sch. 13 Pt. 2 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

**I214** Sch. 13 Pt. 2 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

**I215** Sch. 13 Pt. 2 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

**I216** Sch. 13 Pt. 2 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

### Notifications and inspections

10.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

- (i) all agents and contractors notified to the MMO in accordance with condition 19 and
- (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 19;

(b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must confirm receipt of this licence in writing to the MMO.

(2) Only those persons and vessels notified to the MMO in accordance with condition 19 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

- (a) the undertaker's registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to UXO clearance activities and at least five days prior to commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.
- (7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—
- (a) at least 14 days prior to UXO clearance activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;
  - (b) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
  - (c) as soon as reasonably practicable and no later than 24 hours after completion of construction of all offshore activities.
- Confirmation of notification must be provided to the MMO within five days.
- (8) A notice to mariners must be issued at least 14 days prior to UXO clearance activities and at least 14 days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 1, and to the extent that they are constructed under this licence, Work Nos. 2, 3, and 4, and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.
- (9) The notices to mariners must be updated and reissued at regular intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme approved under condition 17(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.
- (10) The undertaker must notify the UK Hydrographic Office of UXO clearance activities (14 days prior) and of the commencement (14 days prior), progress and completion of construction (within 14 days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.
- (11) In case of damage to, or destruction or decay of, the authorised scheme seaward of MHWS or any part thereof the undertaker must as soon as possible and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, Kingfisher Information Service and the UK Hydrographic Office.
- (12) In case of exposure of cables on or above the seabed, the undertaker must, within three days following identification of a cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House and UKHO within five days.

**Commencement Information**

**I217** Sch. 13 Pt. 2 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

**Aids to navigation**

**11.**—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan approved pursuant to condition [17\(1\)\(i\)](#) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition [10\(11\)](#) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

**Commencement Information**

**I218** Sch. 13 Pt. 2 para. 11 in force at 22.4.2022, see [art. 1\(2\)](#)

**12.**—(1) The undertaker must colour all structures yellow (colour code RAL 1023) from at least highest astronomical tide to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must ensure that the remainder of the structures are painted submarine grey (colour code RAL 7035).

**Commencement Information**

**I219** Sch. 13 Pt. 2 para. 12 in force at 22.4.2022, see [art. 1\(2\)](#)

**Commencement Information**

**I218** Sch. 13 Pt. 2 para. 11 in force at 22.4.2022, see [art. 1\(2\)](#)

**I219** Sch. 13 Pt. 2 para. 12 in force at 22.4.2022, see [art. 1\(2\)](#)



## Aviation safety

13. The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the authorised scheme, in writing of the following information—

- (a) the date of the commencement of construction of the authorised scheme;
- (b) the date any wind turbine generators are brought into use;
- (c) the maximum height of any construction equipment to be used;
- (d) the maximum heights of any wind turbine generator, meteorological mast and platform to be constructed;
- (e) the latitude and longitude of each wind turbine generator, meteorological mast and platform to be constructed,

and the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised scheme. Copies of notifications must be provided to the MMO within five working days of the notification to the Defence Infrastructure Organisation Safeguarding.

### Commencement Information

I220 Sch. 13 Pt. 2 para. 13 in force at 22.4.2022, see [art. 1\(2\)](#)

## Chemicals, drilling and debris

14.—(1) Unless otherwise agreed in writing by the MMO, the carriage and use of chemicals in the construction of the authorised scheme must comply with the International Convention for the Prevention of Pollution from Ships.

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order, by submission of a disposal return by 31 January each year for the months July to December inclusive, and by 31 July each year for the months January to June inclusive.

(5) The undertaker must ensure that only inert material of natural origin, drilling mud and dredged material, produced during the drilling installation of or seabed preparation for foundations, and sandwave clearance works is disposed of within the disposal site reference(s) to be provided by MMO within the extent of the Order limits seaward of MHWS. Any material of anthropogenic origin will be screened out and disposed of at an appropriate waste facility onshore.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan approved under condition 17(1)(e)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within five days of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

#### Commencement Information

**I221** Sch. 13 Pt. 2 para. 14 in force at 22.4.2022, see [art. 1\(2\)](#)

### Force majeure

**15.—**(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

#### Commencement Information

**I222** Sch. 13 Pt. 2 para. 15 in force at 22.4.2022, see [art. 1\(2\)](#)

### UXO clearance

**16.—**(1) No removal or detonation of UXO can take place until the following have been submitted to and approved in writing by the MMO in consultation with the relevant statutory nature conservation body and, in respect of the method statement, the MCA—

- (a) a method statement for UXO clearance which must include—
  - (i) methodologies for—
    - (aa) identification and investigation of potential UXO targets;
    - (bb) clearance of UXO;
    - (cc) removal and disposal of large debris;
  - (ii) a plan showing the area in which clearance activities are proposed to take place;
  - (iii) a programme of works; and
  - (iv) any exclusion zones/environmental micrositing requirements;
- (b) a marine mammal mitigation protocol in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies.

(2) The method statement (excluding the information required under sub-paragraphs (1)(a)(ii) and (1)(a)(iv)) and the marine mammal mitigation protocol must be submitted to the MMO for approval at least six months prior to the date on which it is intended for UXO clearance activities to begin.

(3) The information to be included within the method statement in accordance with sub-paragraphs (1)(a)(ii) and (1)(a)(iv) must be submitted to the MMO for approval at least three months prior to the date on which it is intended for UXO clearance activities to begin.

(4) Any UXO clearance activities must be undertaken in accordance with the method statement and marine mammal mitigation protocol approved under sub-paragraph (1).

(5) Subject to sub-paragraph (6), a UXO clearance close out report must be submitted to the MMO and the relevant statutory nature conservation body within three months following the end of the UXO clearance activity and must include the following for each detonation undertaken—

- (a) co-ordinates, depth, current speed, charge utilised and the date and time of each detonation; and
- (b) whether any mitigation was deployed, including feedback on practicalities of deployment of equipment and efficacy of the mitigation where reasonably practicable, or justification if this information is not available.

(6) Should there be more than one UXO clearance activity, the report required under sub-paragraph (5) will be provided at intervals agreed with the MMO.

**Commencement Information**

**I223** Sch. 13 Pt. 2 para. 16 in force at 22.4.2022, see [art. 1\(2\)](#)

**Pre-construction plans and documentation**

**17.—(1)** The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be approved in writing by the MMO in consultation with Trinity House and the MCA which shows—
  - (i) the proposed location and choice of foundation of all wind turbine generators, offshore electrical platforms, the construction, operation and maintenance platform and meteorological mast;
  - (ii) the height to the tip of the vertical blade; height to the centreline of the generator shaft forming part of the hub;
  - (iii) rotor diameter and spacing of all wind turbine generators;
  - (iv) the height of all lattice towers forming part of the meteorological mast;
  - (v) the length and arrangement of all cables comprising Work Nos. 1 and 4;
  - (vi) the dimensions of all gravity base foundations;
  - (vii) the dimensions of all jacket foundations;
  - (viii) the dimensions of all suction caisson foundations;
  - (ix) the dimensions of all monopile foundations;
  - (x) the proposed layout of all wind turbine generators (to be in accordance with the layout principles statement and which must accord with the recommendations for layout contained in MGN654 and its annexes), offshore electrical platforms,

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

the construction, operation and maintenance platform and meteorological mast including any exclusion zones identified under condition 17(1)(g)(iv);

- (xi) a plan showing the indicative layout of all wind turbine generators, offshore electrical platforms, the construction, operation and maintenance platform and meteorological mast including all exclusion zones (insofar as not shown in (x) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under condition 17(1)(b)(iii); and
- (xii) any exclusion zones/environmental micro-siting requirements;

to ensure conformity with the description of Work Nos. 1 to 4 and compliance with conditions 1 to 9 above.

- (b) A construction programme to include details of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) an indicative written construction programme for all wind turbine generators offshore electrical platforms, the construction, operation and maintenance platform, meteorological mast and cable comprised in the works at paragraph 3 of Part 1 (licenced marine activities) of this licence (insofar as not shown in paragraph (ii) above);
- (c) A monitoring plan (which accords with the in principle monitoring plan) to include details of proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 20, 21 and 22 to be submitted to the MMO in accordance with the following—
  - (i) at least six months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed monitoring;
  - (ii) at least six months prior to construction, detail on construction monitoring;
  - (iii) at least six months prior to completion of construction, detail of post-construction (and operational) monitoring;

unless otherwise agreed in writing with the MMO.

- (d) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
  - (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works;
  - (ii) cable specification, installation and monitoring, to include—
    - (aa) technical specification of offshore cables below MHWS;
    - (bb) a detailed cable laying plan for the Order limits, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or such similar assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
    - (cc) proposals for monitoring offshore cables and the status of cable protection during the operational lifetime of the authorised scheme which include a risk based approach to the management of unburied or shallow buried cables.

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- (iii) scour protection management and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;
  - (iv) main contractors;
  - (v) vessels and vessels transit corridors; and
  - (vi) associated and ancillary works.
- (e) A project environmental management plan covering the period of construction and operation to include details of—
  - (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer;
  - (v) a fisheries liaison and coexistence plan, in accordance with the outline fisheries liaison and coexistence plan, to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 10 and to address the interaction of the licensed activities with fishing activities;
  - (vi) procedures which must be adopted within vessels transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red-throated diver.
- (f) In the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A written scheme of archaeological investigation in relation to the offshore Order limits seaward of mean high water, which must be submitted to the statutory historic body at least six months prior to commencement of the licensed activities and to the MMO at least four months prior to commencement of the licensed activities and which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—
  - (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction, where required;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(Online Access to the Index of archaeological investigations’) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO and Historic England that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;

- (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (h) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least six months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
- (i) An aids to navigation management plan to be approved in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 11 for the lifetime of the authorised scheme.
- (j) A *Sabellaria* reef management plan, in accordance with the outline *Sabellaria* reef management plan, to be submitted to the MMO at least six months prior to undertaking any pre-construction geophysical survey detailed in the monitoring plan to be submitted under condition 17(1)(c)(i).
- (2) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed—
- (a) 4,000kJ in respect of monopile foundations; and
  - (b) 2,400kJ in respect of pin piles.
- (3) Pre-construction archaeological investigations, UXO clearance and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of archaeological investigation which is itself in accordance with the details set out in the outline written scheme of investigation (offshore), and which has been submitted to and approved by the MMO in consultation with the statutory historic body.

#### Commencement Information

**I224** Sch. 13 Pt. 2 para. 17 in force at 22.4.2022, see [art. 1\(2\)](#)

**18.**—(1) Any archaeological reports produced in accordance with condition 17(1)(g)(iii) are to be approved by the statutory historic body.

(2) Each programme, statement, plan, protocol or scheme required to be approved under condition 17 must be submitted for approval at least six months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(3) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 17.

(4) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 17, unless otherwise agreed in writing by the MMO.

(5) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that part of the authorised scheme, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

**Commencement Information**

**I225** Sch. 13 Pt. 2 para. 18 in force at 22.4.2022, see [art. 1\(2\)](#)

**Commencement Information**

**I224** Sch. 13 Pt. 2 para. 17 in force at 22.4.2022, see [art. 1\(2\)](#)

**I225** Sch. 13 Pt. 2 para. 18 in force at 22.4.2022, see [art. 1\(2\)](#)

**Reporting of engaged agents, contractors and vessels**

**19.**—(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

**Commencement Information**

**I226** Sch. 13 Pt. 2 para. 19 in force at 22.4.2022, see [art. 1\(2\)](#)

**Pre-construction monitoring and surveys**

**20.**—(1) The undertaker must, in discharging condition [17\(1\)\(c\)](#), submit details (which accord with the in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies (including appropriate buffers, where relevant) and timings, and a proposed format and content for a pre-construction baseline report; and

- (a) the survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—



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- (a) a survey to determine the location and extent of any *Sabellaria spinulosa* reef inside the area(s) within the Order limits in which it is proposed to carry out construction works;
  - (b) a full sea floor coverage swath-bathymetry survey undertaken to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works including an appropriate buffer area around the site of each work, inclusive of seabed anomalies or sites of historic or archaeological interest that lie within the buffer;
  - (c) any marine mammal monitoring required by the monitoring plan submitted in accordance with condition 17(1)(c); and
  - (d) any ornithological monitoring required by the monitoring plan submitted in accordance with condition 17(1)(c).
- (3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

#### Commencement Information

I227 Sch. 13 Pt. 2 para. 20 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Construction monitoring

21.—(1) The undertaker must, in discharging condition 17(1)(c), submit details (which accord with the in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In any event, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) Construction monitoring must include traffic monitoring in accordance with the outline navigation monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with Trinity House and the MCA.

#### Commencement Information

I228 Sch. 13 Pt. 2 para. 21 in force at 22.4.2022, see [art. 1\(2\)](#)



## Post construction

**22.**—(1) The undertaker must, in discharging condition [17\(1\)\(c\)](#), submit details (which accord with the in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) appropriate surveys to determine any change in the location, extent and composition of any *Sabellaria spinulosa* reef identified in the pre-construction survey in the parts of the offshore Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction survey;
- (b) within twelve months of completion of the licensed activities, one swath-bathymetry survey undertaken to IHO Order 1a standard that meets the requirements of MGN654 and its annexes of the part(s) of the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables have been buried or protected;
- (c) any marine mammal monitoring required by the monitoring plan submitted in accordance with condition [17\(1\)\(c\)](#);
- (d) post-construction traffic monitoring in accordance with the outline navigation monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with Trinity House and the MCA; and
- (e) any ornithological monitoring required by the monitoring plan submitted in accordance with condition [17\(1\)\(c\)](#).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables, the cable monitoring plan required under condition [17\(1\)\(d\)\(ii\)\(cc\)](#) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the project and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

### Commencement Information

**I229** Sch. 13 Pt. 2 para. 22 in force at 22.4.2022, see [art. 1\(2\)](#)

## Reporting of impact pile driving/detonation of explosives

**23.**—(1) Only when driven or part-driven pile foundations or detonation of explosives are proposed to be used as part of the foundation installation the undertaker must provide the following information to the Marine Noise Registry—

- (a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving/detonation of explosives to satisfy the Marine Noise Registry’s Forward Look requirements;

- (b) within 12 weeks of completion of impact pile driving/detonation of explosives, information on the locations and dates of impact pile driving/detonation of explosives to satisfy the Marine Noise Registry’s Close Out requirements
- (2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to sub-paragraph (1) above within 7 days of the submission.
- (3) For the purpose of this condition—
  - (a) “*Marine Noise Registry*” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;
  - (b) “*Forward Look*” and “*Close Out*” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

#### Commencement Information

**I230** Sch. 13 Pt. 2 para. 23 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Scour protection and cable protection during operation

**24.**—(1) During the period of five years following the completion of construction the undertaker must not install scour protection in locations where scour protection was not installed during construction until the following information has been submitted to and approved by the MMO in consultation with the relevant statutory nature conservation body—

- (a) the need for and location of the scour protection;
- (b) the type and sources of scour protection proposed to be used;
- (c) the volume and area of scour protection proposed, together with details of the total volume and area of scour protection installed under this licence;
- (d) installation methods for the scour protection; and
- (e) a report to confirm the Environmental Statement predictions in relation to the potential impact of scour protection and that the data used is appropriate.

(2) The information required under paragraph (1) must be submitted to the MMO for approval at least four months prior to the date on which scour protection is intended for installation, unless otherwise agreed with the MMO.

(3) The installation of such scour protection must be undertaken in accordance with the details approved under sub-paragraph (1).

(4) A close out report following each instance of installation of scour protection approved under sub-paragraph (1) must be submitted to the MMO within three months of completion of the activity.

(5) Following the date of completion of construction, the undertaker must not install scour protection in locations where scour protection was not installed during construction unless approved under sub-paragraph (1).

(6) During the period of five years following the completion of construction the undertaker must not install cable protection in locations where cable protection was not installed during construction until the following information has been submitted to and approved by the MMO in consultation with the relevant statutory nature conservation body—

- (a) the need for and location of the cable protection;
- (b) the type and sources of cable protection proposed to be used;

- (c) the volume and area of cable protection proposed, together with details of the total volume and area of cable protection installed under this licence;
- (d) installation methods for the cable protection; and
- (e) a report to confirm the Environmental Statement predictions in relation to the potential impact of cable protection and that the data used is appropriate.

(7) The information required under sub-paragraph (6) must be submitted to the MMO for approval at least four months prior to the date on which cable protection is intended for installation, unless otherwise agreed with the MMO.

(8) The installation of such cable protection must be undertaken in accordance with the details approved under sub-paragraph (6).

(9) A close out report following each instance of installation of cable protection approved under sub-paragraph (6) must be submitted to the MMO within three months of completion of the activity.

(10) Following the date of completion of construction, the undertaker must not install cable protection in locations where cable protection was not installed during construction unless approved under sub-paragraph (6).

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#### **Commencement Information**

**I231** Sch. 13 Pt. 2 para. 24 in force at 22.4.2022, see [art. 1\(2\)](#)

#### **Co-operation**

**25.—(1)** Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 16(1),17(1) and 26(1), the undertaker must provide a copy of the relevant plans and documentation to the East Anglia TWO undertaker to enable the East Anglia TWO undertaker to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 16(1), 17(1) and 26(1) must be accompanied by any comments received by the undertaker from the East Anglia TWO undertaker in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

(3) The undertaker must participate in liaison meetings with the East Anglia TWO undertaker as requested from time to time by the MMO in writing in advance, and such meetings will be chaired by the MMO and may consider such matters as are determined by the MMO relating to the efficient management and discharge of conditions 16(1),17(1) and 26(1) of this licence and conditions 16(1),17(1) and 26(1) of Schedule 13, Part 2 to the East Anglia TWO Order.

(4) For the purposes of this condition—

“East Anglia TWO authorised scheme” means Work Nos. 1 to 6 of the East Anglia TWO Order;

“East Anglia TWO Order” means the East Anglia TWO Offshore Wind Farm Order 2022; and

“East Anglia TWO undertaker” means the undertaker in respect of the East Anglia TWO authorised scheme.

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#### **Commencement Information**

**I232** Sch. 13 Pt. 2 para. 25 in force at 22.4.2022, see [art. 1\(2\)](#)

### **Southern North Sea Special Area of Conservation Site Integrity Plan (Piling)**

**26.**—(1) No piling activities can commence until a Site Integrity Plan (SIP), which accords with the principles set out in the in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (SNS SAC) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted to the MMO no later than six months prior to the commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the pre-construction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

#### **Commencement Information**

**I233** Sch. 13 Pt. 2 para. 26 in force at 22.4.2022, see [art. 1\(2\)](#)

### **Southern North Sea Special Area of Conservation Site Integrity Plan (UXO clearance)**

**27.**—(1) No removal or detonation of UXO can take place until a Site Integrity Plan (SIP), which accords with the principles set out in the in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (SNS SAC) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to removal or detonation of UXO as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted to the MMO no later than six months prior to removal or detonation of UXO being undertaken.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the pre-construction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

#### **Commencement Information**

**I234** Sch. 13 Pt. 2 para. 27 in force at 22.4.2022, see [art. 1\(2\)](#)

### **Control of piling and UXO detonations**

**28.**—(1) The undertaker must not—

- (a) undertake pile driving in respect of more than one pile at the same time;
- (b) undertake more than one UXO detonation at the same time; or
- (c) undertake pile driving at the same time as undertaking a UXO detonation.

(2) In the event that pile driving or UXO detonation is being carried out under licence 2 (transmission), the undertaker must not undertake pile driving or UXO detonation under this licence at the same time.

(3) During the winter period the undertaker must not carry out more than one pile driving activity or UXO detonation within a 24 hour period under this licence, alone or in-combination with pile driving or UXO detonations undertaken in accordance with licence 2 (transmission).

(4) For the purpose of this condition—

“winter period” means the period between 1 October to 31 March inclusive.

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**Commencement Information**

**I235** Sch. 13 Pt. 2 para. 28 in force at 22.4.2022, see [art. 1\(2\)](#)

**Herring spawning**

**29.**—(1) The undertaker must not undertake pile driving or UXO detonations during the herring spawning period.

(2) The “herring spawning period” means a period within 1 November and 31 January to be confirmed in writing by the MMO following submission of a herring spawning report by the undertaker which analyses the International Herring Larval Survey data for the periods 1-15 January and 16-31 January for the preceding ten years in order to determine when the highest larval densities occur and which includes a methodology for the analysis.

(3) Unless otherwise agreed in writing with the MMO, the report referred to in paragraph (2) must be submitted to the MMO at least six months prior to—

- (a) the date on which it is intended for UXO clearance activities to begin; or
- (b) the commencement of construction,

whichever is earlier.

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**Commencement Information**

**I236** Sch. 13 Pt. 2 para. 29 in force at 22.4.2022, see [art. 1\(2\)](#)

**Sediment sampling**

**30.**—(1) The undertaker must not undertake dredge or disposal activities until the following have been submitted to and approved in writing by the MMO—

- (a) details of an additional sediment contaminants sampling campaign; and
- (b) a dredge and disposal process report detailing—
  - (i) the results of the sampling campaign referred to in sub-paragraph (1)(a); and
  - (ii) the requirements to be adhered to during any dredge and disposal activities.

(2) Any dredge and disposal activities must be undertaken in accordance with the dredge and disposal process report approved under sub-paragraph (1).

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**Commencement Information**

**I237** Sch. 13 Pt. 2 para. 30 in force at 22.4.2022, see [art. 1\(2\)](#)

### Completion of construction

**31.**—(1) The undertaker must submit a close out report to the MMO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

- (a) the final number of installed wind turbine generators; and
- (b) the installed wind turbine generator parameters relevant for ornithological collision risk modelling.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

#### Commencement Information

**I238** Sch. 13 Pt. 2 para. 31 in force at 22.4.2022, see [art. 1\(2\)](#)

## SCHEDULE 14

Article 31

Deemed licence under the 2009 Act – offshore transmission assets

### PART 1

#### Licensed marine activities

**1.**—(1) In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2017 Offshore Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017<sup>(47)</sup>;

“the 2017 Regulations” means the Conservation of Habitats and Species Regulations 2017<sup>(48)</sup>;

“air clearance height” means the distance between the lowest point of the rotating blade of the wind turbine generator and MHWS;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this licence;

“authorised scheme” means Work Nos. 2 to 6 described in paragraph 3 of Part 1 of this licence or any part of that work;

“best practice protocol for minimising disturbance to red-throated diver” means the document certified as the best practice protocol for minimising disturbance to red-throated diver by the Secretary of State for the purposes of the Order under article 36;

“buoy” means any floating device used for navigational purposes or measurement purposes, including LiDAR buoys, wave buoys and guard buoys;

<sup>(47)</sup> S.I. 2017/1013.

<sup>(48)</sup> S.I. 2017/1012.

“cable crossings” means the crossing of existing sub-sea cables or pipelines or other existing infrastructure by the platform link or export cables authorised by the Order together with physical protection measures including cable protection;

“cable protection” means measures to protect cables from physical damage and including, but not limited to, the use of bagged solutions filled with grout or other materials, protective aprons or coverings, mattresses, flow energy dissipation devices or rock and gravel burial;

“Cefas” means the Centre for Environment, Fisheries and Aquaculture Science or any successor body to its function;

“commence” means the first carrying out of any licensed marine activities authorised by this licence, save for operations consisting of offshore preparation works or pre-construction monitoring surveys approved under this licence and the words “commencement” and “commenced” must be construed accordingly;

“condition” means a condition in Part 2 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands, B75 7RL and any successor body to its functions;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order under article 36;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act under article 36;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order under article 36;

“European offshore marine site” has the meaning given in regulation 18 of the 2017 Offshore Regulations;

“European site” has the meaning given in regulation 27 of the 2017 Offshore Regulations;

“gravity base foundation” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“in principle monitoring plan” means the document certified as the in principle monitoring plan by the Secretary of State for the purposes of the Order under article 36;

“in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan” means the document certified as the in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan by the Secretary of State for the purposes of the Order under article 36;

“Historic England” means the Historic Buildings and Monuments Commission for England;

“intertidal area” means the area between MHWS and MLWS;

“jacket foundation” means a steel jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction buckets and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“LAT” means lowest astronomical tide;

“licence 1 (generation)” means the licence set out in Schedule 13 (deemed licence under the 2009 Act – generation assets);

“licensed activities” means the activities specified in Part 1 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works) to the Order and any component part of any offshore electrical platform or construction, operation and maintenance platform described in Part 1 of Schedule 1 (authorised development) to the Order not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“mean low water springs” or “MLWS” means the average height of all low waters above Chart Datum;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“MCA” means the Maritime and Coastguard Agency;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“offshore electrical platform” means a platform with one or more decks, whether open or fully clad, accommodating electrical power transformers, low, medium and/or high voltage switch gear, instrumentation, protection and control systems, neutral earthing resistors, reactive compensation, standby electrical generation equipment, fuelling facilities, auxiliary and uninterruptible power supply systems and transformers, accommodation, emergency shelter, craneage, metering stations, meteorological equipment, helicopter landing facilities, messing facilities, potable water storage, black water separation equipment, control hub, drainage facilities, access equipment, J-tubes, marking and lighting and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore Order limits” means the limits shown on the works plans within which the authorised scheme may be carried out;

“offshore platforms” means the construction, operation and maintenance platform and the offshore electrical platforms;

“offshore preparation works” means surveys, monitoring and UXO clearance activities seaward of MHWS undertaken prior to the commencement of construction to prepare for construction;

“the Order” means the East Anglia ONE North Offshore Wind Farm Order 2022;

“outline fisheries liaison and coexistence plan” means the document certified as the outline fisheries liaison and coexistence plan by the Secretary of State for the purposes of the Order under article 36;



“outline navigation monitoring strategy” means the document certified as the outline navigation monitoring strategy by the Secretary of State for the purposes of the Order under article 36;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order under article 36;

“outline *Sabellaria* reef management plan” means the document certified as the outline *Sabellaria* reef management plan by the Secretary of State for the purposes of the Order under article 36;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of the Order under article 36;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“platform link cables” means the cables linking offshore platforms to one another and described in Work No. 4;

“relevant site” means a European offshore marine site or a European site;

“SAC” means special area of conservation;

“statutory historic body” means Historic England or its successor in function;

“statutory nature conservation body” means the appropriate nature conservation body as defined in regulation 5 of the 2017 Regulations;

“suction caisson” means large diameter steel cylindrical shells which penetrate the seabed assisted by a hydrostatic pressure differential for securing steel jacket foundations;

“suction caisson foundation” means a tubular steel structure which penetrates the seabed assisted by a hydrostatic pressure differential and associated equipment, including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“transition bay” means means an underground pit where the offshore export cables are joined to the onshore cables;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“undertaker” means East Anglia ONE North Limited (company number 11121800);

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“UXO” means unexploded ordnance; and

“works plans” means the plans certified as the works plans by the Secretary of State for the purposes of the Order.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

(a) all times are taken to be Greenwich Mean Time (GMT);

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

- (b) all coordinates are taken to be latitude and longitude degrees and minutes to two decimal places.
- (4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—
  - (a) Marine Management Organisation
    - Marine Licensing Team
    - Lancaster House
    - Hampshire Court
    - Newcastle Business Park
    - Newcastle upon Tyne
    - NE4 7YH
    - Tel: 0300 123 1032;
  - (b) Marine Management Organisation (local office)
    - Marine Environment Team
    - Pakefield Road
    - Lowestoft
    - Suffolk
    - NR33 0HT
    - Tel: 0208 026 6094;
  - (c) Trinity House
    - Tower Hill
    - London
    - EC3N 4DH
    - Tel: 020 7481 6900;
  - (d) The United Kingdom Hydrographic Office
    - Admiralty Way
    - Taunton
    - Somerset
    - TA1 2DN
    - Tel: 01823 337 900;
  - (e) Maritime and Coastguard Agency
    - Navigation Safety Branch
    - Bay 2/20, Spring Place
    - 105 Commercial Road
    - Southampton
    - SO15 1EG
    - Tel: 020 3817 2426;
  - (f) Natural England
    - Area 1C, Nobel House
    - 17 Smith Square

London  
SW1P 2AL  
Tel: 0300 060 4911;

- (g) Historic England  
Brooklands  
24 Brooklands Avenue  
Cambridge  
CB2 8BU  
Tel: 01223 582749.

#### Commencement Information

**I239** Sch. 14 Pt. 1 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Details of licensed marine activities

2. Subject to the licence conditions, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 4 below;
- (b) the construction of works in or over the sea or on or under the sea bed;
- (c) dredging for the purposes of seabed preparation for foundation works and cable laying preparation works;
- (d) debris clearance works;
- (e) boulder clearance works either by displacement ploughing or subsea grab technique or other equivalent method;
- (f) UXO clearance works;
- (g) the removal of out of service cables;
- (h) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation; and
- (i) the disposal of up to 1,887,600 m<sup>3</sup> of inert material of natural origin and/or dredged material within the offshore Order limits produced during construction drilling or seabed preparation for foundation works, sandwave clearance and boulder clearance works at disposal site reference(s) to be provided by the MMO within the extent of the Order limits seaward of MHWS comprising—
  - (i) 668,800 m<sup>3</sup> in respect of the construction, operation and maintenance platform and the offshore electrical platforms (some of which may alternatively be disposed under licence 1 (generation));
  - (ii) 150,000 m<sup>3</sup> in respect of the platform link cables (some of which may alternatively be disposed under licence 1 (generation)); and
  - (iii) 1,068,800 m<sup>3</sup> in respect of the subsea export cables.

**Commencement Information**

**I240** Sch. 14 Pt. 1 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

3.—(1) Such activities are authorised in relation to the construction, maintenance and operation of—

(2) Work No. 2 — up to one construction, operation and maintenance platform fixed to the seabed within the area shown on the works plans by one of four foundation types (namely monopile, jacket on suction caissons, jacket on piles or gravity base) (which may alternatively be constructed under licence 1 (generation));

(3) Work No. 3 — up to four offshore electrical platforms fixed to the seabed within the area shown on the works plans by one of four foundation types (namely monopile, jacket on suction caissons, jacket on piles or gravity base) (which may alternatively be constructed under licence 1 (generation));

(4) Work No. 4 — a network of subsea platform link cables within the area shown on the works plans between the offshore electrical platforms comprising Work No. 3 and between the construction, operation and maintenance platform comprising Work No. 2 and the offshore electrical platforms comprising Work No. 3 for the transmission of electricity and electronic communications including one or more cable crossings (which may alternatively be constructed under licence 1 (generation));

(5) Work No. 5 — up to two subsea export cables between Work No. 3 and Work No. 6 within the area shown on the works plans including one or more cable crossings;

(6) Work No. 6 — a landfall connection works consisting of up to two cables laid underground from Work No. 5 to the transition bays;

(7) In connection with such Work Nos. 2 to 6 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement, including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as rock placement and the placement of concrete mattresses and frond mattresses;
- (c) dredging;
- (d) the removal of material from the seabed required for the construction of Work Nos. 2 to 6 and the disposal of seabed sediments produced during construction drilling and seabed preparation for the installation of the foundations of the offshore structures or during seabed preparation for cable laying;

(8) In connection with such Work Nos. 2 to 6, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

**Commencement Information**

**I241** Sch. 14 Pt. 1 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

4. The substances or articles authorised for deposit at sea are—
- (a) iron and steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) bentonite drilling mud;
  - (g) material extracted from within the offshore Order limits during construction drilling and seabed preparation for foundation works and sandwave clearance works; and
  - (h) marine coatings, other chemicals and timber.

**Commencement Information**

**I242** Sch. 14 Pt. 1 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

5. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	52° 21 40.240N	02° 18 57.351E
2	52° 22 49.082N	02° 18 20.131E
3	52° 25 41.851N	02° 18 38.726E
4	52° 26 07.817N	02° 19 55.691E
5	52° 25 47.948N	02° 34 14.117E
6	52° 20 33.278N	02° 34 13.789E
7	52° 20 19.052N	02° 28 56.310E
8	52° 18 11.924N	02° 20 49.771E
9	52° 21 07.976N	02° 19 14.783E
10	52° 19 34.060N	02° 11 21.980E
11	52° 19 10.459N	02° 10 57.491E
12	52° 19 10.410N	02° 08 40.019E
13	52° 17 42.613N	02° 08 31.830E
14	52° 18 44.262N	02° 06 49.319E
15	52° 18 39.650N	01° 57 24.848E
16	52° 17 25.858N	01° 54 09.969E
17	52° 17 24.663N	01° 52 03.374E
18	52° 17 24.629N	01° 52 03.277E
19	52° 15 14.373N	01° 45 57.606E
20	52° 14 29.510N	01° 45 06.050E

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
21	52° 10 51.365N	01° 42 32.460E
22	52° 09 56.713N	01° 39 52.443E
23	52° 09 53.117N	01° 38 40.253E
24	52° 10 06.702N	01° 37 38.597E
25	52° 10 44.466N	01° 37 04.551E
26	52° 11 01.504N	01° 37 17.750E
27	52° 11 02.378N	01° 37 15.833E
28	52° 11 11.451N	01° 37 20.545E
29	52° 11 22.030N	01° 37 22.233E
30	52° 11 30.678N	01° 37 21.417E
31	52° 11 31.210N	01° 37 24.534E
32	52° 11 33.421N	01° 37 24.505E
33	52° 11 53.663N	01° 37 50.246E
34	52° 12 26.106N	01° 40 17.584E
35	52° 13 37.194N	01° 41 04.014E
36	52° 15 54.943N	01° 45 03.442E
37	52° 18 25.193N	01° 52 05.276E
38	52° 20 19.496N	01° 56 37.327E
39	52° 20 25.400N	02° 08 48.429E
40	52° 20 02.196N	02° 08 47.461E
41	52° 20 02.239N	02° 10 44.070E

#### Commencement Information

**I243** Sch. 14 Pt. 1 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

**6.** This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

#### Commencement Information

**I244** Sch. 14 Pt. 1 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

**7.** The provisions of section 72 of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 5 (benefit of the Order).

**Commencement Information**

**I245** Sch. 14 Pt. 1 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

**8.** With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this licence, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

**Commencement Information**

**I246** Sch. 14 Pt. 1 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

**9.** Any amendments to the details, plan or scheme must be in accordance with the principles and assessments set out in the environmental statement, and approval for an amendment may be given only where it has been demonstrated to the satisfaction of the MMO that the amendment is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

**Commencement Information**

**I247** Sch. 14 Pt. 1 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

**10.** Notwithstanding the grid coordinates specified at paragraph 3 and notwithstanding anything to the contrary shown on the work plans referred to in this Part, no part of Work No. 1(a) or Work No. 1(b) as described in paragraph 3, may be carried out if it falls within 8 kilometres of the boundary of the Outer Thames Estuary Special Protection Area.

**Commencement Information**

**I248** Sch. 14 Pt. 1 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

**Commencement Information**

**I240** Sch. 14 Pt. 1 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**I241** Sch. 14 Pt. 1 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

**I242** Sch. 14 Pt. 1 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

**I243** Sch. 14 Pt. 1 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

**I244** Sch. 14 Pt. 1 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

**I245** Sch. 14 Pt. 1 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

**I246** Sch. 14 Pt. 1 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

**I247** Sch. 14 Pt. 1 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

**I248** Sch. 14 Pt. 1 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

## PART 2

### Conditions

#### Design parameters

1.—(1) The total number of construction, operation and maintenance platforms forming part of the authorised scheme and the authorised scheme in licence 1 (generation) taken together must not exceed one (whether constructed under this licence or licence 1 (generation)).

(2) The dimensions of the construction, operation and maintenance platform forming part of the authorised scheme (excluding towers, helipads, masts and cranes) must not exceed 50 metres in height when measured from LAT, 70 metres in length and 50 metres in width.

#### Commencement Information

**I249** Sch. 14 Pt. 2 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

2.—(1) The total number of offshore electrical platforms forming part of the authorised scheme and the authorised scheme in licence 1 (generation) taken together must not exceed four (whether constructed under this licence or licence 1 (generation)).

(2) The dimensions of any offshore electrical platform forming part of the authorised scheme (excluding towers, helipads, masts and cranes) must not exceed 50 metres in height when measured from LAT, 70 metres in length and 50 metres in width.

#### Commencement Information

**I250** Sch. 14 Pt. 2 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

3. The total length of the cables forming part of the authorised scheme and the authorised scheme in licence 1 (generation) and the volume and area of their cable protection must not exceed the following (whether installed under this licence or licence 1 (generation))—

<i>Work</i>	<i>Length</i>	<i>Area of cable protection</i>	<i>Volume of cable protection</i>
Work No. 4 (platform link cables)	75 kilometres	130,390 m <sup>2</sup>	146,650 m <sup>3</sup>
Work Nos. 5 and 6 (export cables)	152 kilometres	110,840 m <sup>2</sup>	124,662 m <sup>3</sup>

#### Commencement Information

**I251** Sch. 14 Pt. 2 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

4.—(1) In relation to any construction, operation and maintenance platform, the gravity base foundations must not have a total footprint of more than 4,800 m<sup>2</sup>.

(2) In relation to any construction, operation and maintenance platform, the jacket foundations must not have a total footprint at the seabed which is more than 5,676 m<sup>2</sup>.



(3) In relation to any construction, operation and maintenance platform, the monopile foundation must not have a total footprint at the seabed which is more than 177 m<sup>2</sup>.

(4) The total amount of scour protection for the construction, operation and maintenance platform forming part of the authorised scheme and the authorised scheme in licence 1 (generation) must not exceed 15,276 m<sup>2</sup> (whether installed under this licence or licence 1 (generation)).

(5) The total volume of scour protection for the construction, operation and maintenance platform forming part of the authorised scheme and the authorised scheme in licence 1 (generation) must not exceed 22,914 m<sup>3</sup> (whether installed under this licence or licence 1 (generation)).

**Commencement Information**

**I252** Sch. 14 Pt. 2 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

5.—(1) In relation to each offshore electrical platform, the gravity base foundations must not have a total footprint at the seabed which is more than 4,800 m<sup>2</sup>.

(2) In relation to each offshore electrical platform, the jacket foundations must not have a total footprint at the seabed which is more than 5,676 m<sup>2</sup>.

(3) In relation to each offshore electrical platform, the monopile foundation must not have a total footprint at the seabed which is more than 177 m<sup>2</sup>.

(4) The total amount of scour protection for the offshore electrical platforms forming part of the authorised scheme and the authorised scheme in licence 1 (generation) must not exceed 62,064 m<sup>2</sup> (whether installed under this licence or licence 1 (generation)).

(5) The total volume of scour protection for the offshore electrical platforms forming part of the authorised scheme and the authorised scheme in licence 1 (generation) must not exceed 91,656 m<sup>3</sup> (whether installed under this licence or licence 1 (generation)).

**Commencement Information**

**I253** Sch. 14 Pt. 2 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

**Commencement Information**

**I249** Sch. 14 Pt. 2 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

**I250** Sch. 14 Pt. 2 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**I251** Sch. 14 Pt. 2 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

**I252** Sch. 14 Pt. 2 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

**I253** Sch. 14 Pt. 2 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

**Notifications and inspections**

6.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 15; and

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 15;

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

- (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must confirm receipt of this licence in writing to the MMO.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 15 are permitted to carry out the licensed activities.
- (3) Copies of this licence must also be available for inspection at the following locations—
  - (a) the undertaker’s registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to UXO clearance activities and at least five days prior to commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.
- (7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—
  - (a) at least 14 days prior to UXO clearance activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;
  - (b) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
  - (c) as soon as reasonably practicable and no later than 24 hours after completion of construction of all offshore activities.

Confirmation of notification must be provided to the MMO within five days.

- (8) A notice to mariners must be issued at least 14 days prior to UXO clearance activities and at least 14 days prior to the commencement of the licensed activities or any part of them advising of the start date of Work Nos. 2, 3, 4, 5 and 6 to the extent that they are constructed under this licence, and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.
- (9) The notices to mariners must be updated and reissued at regular intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme approved under condition 13(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.
- (10) The undertaker must notify the UK Hydrographic Office of UXO clearance activities (14 days prior) and of the commencement (14 days prior), progress and completion of construction (within 14 days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.
- (11) In case of damage to, or destruction or decay of, the authorised scheme seaward of MHWS or any part thereof the undertaker must as soon as possible and no later than 24 hours following the

undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, Kingfisher Information Service and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must, within three days following identification of a cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House and UKHO within five days.

**Commencement Information**

**I254** Sch. 14 Pt. 2 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

**Aids to navigation**

7.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan approved pursuant to condition [17\(1\)\(i\)](#) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition [6\(11\)](#) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

**Commencement Information**

**I255** Sch. 14 Pt. 2 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

8.—(1) The undertaker must colour all structures yellow (colour code RAL 1023) from at least highest astronomical tide to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must ensure that the remainder of the structures are painted submarine grey (colour code RAL 7035).

**Commencement Information**

**I256** Sch. 14 Pt. 2 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

**Commencement Information**

**I255** Sch. 14 Pt. 2 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

**I256** Sch. 14 Pt. 2 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

**Aviation safety**

**9.** The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the authorised scheme, in writing of the following information—

- (a) the date of the commencement of construction of the authorised scheme;
- (b) the maximum height of any construction equipment to be used;
- (c) the maximum height of any platform to be constructed;
- (d) the latitude and longitude of each platform to be constructed,

and the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised scheme. Copies of notifications must be provided to the MMO within five working days of the notification to the Defence Infrastructure Organisation Safeguarding.

**Commencement Information**

**I257** Sch. 14 Pt. 2 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

**Chemicals, drilling and debris**

**10.—(1)** Unless otherwise agreed in writing by the MMO, the carriage and use of chemicals in the construction of the authorised scheme must comply with the International Convention for the Prevention of Pollution from Ships.

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order, by submission of a disposal return by 31 January each year for the months July to December inclusive, and by 31 July each year for the months January to June inclusive.

(5) The undertaker must ensure that only inert material of natural origin, drilling mud and dredged material, produced during the drilling installation of or seabed preparation for foundations, and sandwave clearance works is disposed of within the disposal site reference(s) to be provided by MMO within the extent of the Order limits seaward of MHWS. Any material of anthropogenic origin will be screened out and disposed of at an appropriate waste facility onshore.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan approved under condition 13(1)(e)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within five days of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

**Commencement Information**

I258 Sch. 14 Pt. 2 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

**Force majeure**

11.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

**Commencement Information**

I259 Sch. 14 Pt. 2 para. 11 in force at 22.4.2022, see [art. 1\(2\)](#)

**UXO clearance**

12.—(1) No removal or detonation of UXO can take place until the following have been submitted to and approved in writing by the MMO in consultation with the relevant statutory nature conservation body and, in respect of the method statement, the MCA—

- (a) a method statement for UXO clearance which must include—
  - (i) methodologies for—
    - (aa) identification and investigation of potential UXO targets;
    - (bb) clearance of UXO;
    - (cc) removal and disposal of large debris;
  - (ii) a plan showing the area in which clearance activities are proposed to take place;

- (iii) a programme of works; and
  - (iv) any exclusion zones/environmental micrositing requirements;
- (b) a marine mammal mitigation protocol in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies.
- (2) The method statement (excluding the information required under sub-paragraphs (1)(a)(ii) and (1)(a)(iv)) and the marine mammal mitigation protocol must be submitted to the MMO for approval at least six months prior to the date on which it is intended for UXO clearance activities to begin.
- (3) The information to be included within the method statement in accordance with sub-paragraphs (1)(a)(ii) and (1)(a)(iv) must be submitted to the MMO for approval at least three months prior to the date on which it is intended for UXO clearance activities to begin.
- (4) Any UXO clearance activities must be undertaken in accordance with the method statement and marine mammal mitigation protocol approved under sub-paragraph (1).
- (5) Subject to sub-paragraph (6), a UXO clearance close out report must be submitted to the MMO and the relevant statutory nature conservation body within three months following the end of the UXO clearance activity and must include the following for each detonation undertaken—
- (a) co-ordinates, depth, current speed, charge utilised and the date and time of each detonation; and
  - (b) whether any mitigation was deployed, including feedback on practicalities of deployment of equipment and efficacy of the mitigation where reasonably practicable, or justification if this information is not available.
- (6) Should there be more than one UXO clearance activity, the report required under sub-paragraph (5) will be provided at intervals agreed with the MMO.

#### Commencement Information

**I260** Sch. 14 Pt. 2 para. 12 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Pre-construction plans and documentation

- 13.—**(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—
- (a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be approved in writing with the MMO in consultation with Trinity House and the MCA which shows—
    - (i) the proposed location and choice of foundation of all offshore electrical platforms and the construction, operation and maintenance platform;
    - (ii) the length and arrangement of all cables comprising Work Nos. 4, 5 and 6;
    - (iii) the dimensions of all gravity base foundations;
    - (iv) the dimensions of all jacket foundations;
    - (v) the dimensions of all suction caisson foundations;
    - (vi) the dimensions of all monopile foundations;
    - (vii) the proposed layout of the offshore electrical platforms and the construction, operation and maintenance platform including any exclusion zones identified under condition [13\(1\)\(g\)\(iv\)](#);

- (viii) a plan showing the indicative layout of the offshore electrical platforms and the construction, operation and maintenance platform including all exclusion zones (insofar as not shown in (vii) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under condition 13(1)(b)(iii); and
  - (ix) any exclusion zones/environmental micrositing requirements;
- to ensure conformity with the description of Work Nos. 2 to 6 and compliance with conditions 1 to 5 above.
- (b) A construction programme to include details of—
    - (i) the proposed construction start date;
    - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
    - (iii) an indicative written construction programme for the offshore electrical platforms, and the construction, operation and maintenance platform and cables comprised in the works at paragraph 3 of Part 1 (licenced marine activities) of this licence (insofar as not shown in sub-paragraph (ii) above);
  - (c) A monitoring plan (which accords with the in principle monitoring plan) to include details of proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 16, 17 and 18 to be submitted to the MMO in accordance with the following—
    - (i) at least six months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed monitoring;
    - (ii) at least six months prior to construction, detail on construction monitoring;
    - (iii) at least six months prior to completion of construction, detail of post-construction (and operational) monitoring;unless otherwise agreed in writing with the MMO.
  - (d) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
    - (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works;
    - (ii) cable specification, installation and monitoring, to include—
      - (aa) technical specification of offshore cables below MHWS;
      - (bb) a detailed cable laying plan for the Order limits, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or such similar assessment to ascertain suitable burial depths and cable laying techniques, including cable landfall and cable protection; and
      - (cc) proposals for monitoring offshore cables and the status of cable protection during the operational lifetime of the authorised scheme which include a risk based approach to the management of unburied or shallow buried cables; and



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- (dd) where necessary, a relocation plan for Waverider Buoy and associated buoy (WMO ID: 62294) located at 52° 12' 28.8"N, 001° 41' 04.8"E during cable installation, after consultation by the undertaker with Cefas and Trinity House;
  - (iii) scour protection management and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;
  - (iv) main contractors;
  - (v) vessels and vessels transit corridors; and
  - (vi) associated and ancillary works.
- (e) A project environmental management plan covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer;
  - (v) a fisheries liaison and coexistence plan, in accordance with the outline fisheries liaison and coexistence plan, to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 6 and to address the interaction of the licensed activities with fishing activities;
  - (vi) procedures which must be adopted within vessels transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red-throated diver.
- (f) In the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A written scheme of archaeological investigation in relation to the offshore Order limits seaward of mean high water, which must be submitted to the statutory historic body at least six months prior to commencement of the licensed activities and to the MMO at least four months prior to commencement of the licensed activities and which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body (and, if relevant, Suffolk County Council) to include—
- (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) details of coastal interface;
  - (iii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iv) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;



- (v) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (vi) monitoring of archaeological exclusion zones during and post construction, where required;
  - (vii) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO and Historic England that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;
  - (viii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (ix) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (h) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least six months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
- (i) An aids to navigation management plan to be approved in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 7 for the lifetime of the authorised scheme.
- (j) A *Sabellaria* reef management plan, in accordance with the outline *Sabellaria* reef management plan, to be submitted to the MMO at least six months prior to undertaking any pre-construction geophysical survey detailed in the monitoring plan to be submitted under condition 13(1)(c)(i).
- (2) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed—
- (a) 4,000kJ in respect of monopile foundations; and
  - (b) 2,400kJ in respect of pin piles.
- (3) Pre-construction archaeological investigations, UXO clearance and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of archaeological investigation which is itself in accordance with the details set out in the outline written scheme of investigation (offshore), and which has been submitted to and approved by the MMO in consultation with the statutory historic body.

#### Commencement Information

**I261** Sch. 14 Pt. 2 para. 13 in force at 22.4.2022, see [art. 1\(2\)](#)

**14.**—(1) Any archaeological reports produced in accordance with condition 13(1)(g)(iii) are to be approved by the statutory historic body.

(2) Each programme, statement, plan, protocol or scheme required to be approved under condition 13 must be submitted for approval at least six months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(3) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 13.

(4) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 13, unless otherwise agreed in writing by the MMO.

(5) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that part of the authorised scheme, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

**Commencement Information**

**I262** Sch. 14 Pt. 2 para. 14 in force at 22.4.2022, see [art. 1\(2\)](#)

**Commencement Information**

**I261** Sch. 14 Pt. 2 para. 13 in force at 22.4.2022, see [art. 1\(2\)](#)

**I262** Sch. 14 Pt. 2 para. 14 in force at 22.4.2022, see [art. 1\(2\)](#)

**Reporting of engaged agents, contractors and vessels**

**15.**—(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

**Commencement Information**

**I263** Sch. 14 Pt. 2 para. 15 in force at 22.4.2022, see [art. 1\(2\)](#)

**Pre-construction monitoring and surveys**

**16.**—(1) The undertaker must, in discharging condition [13\(1\)\(c\)](#), submit details (which accord with the in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies (including appropriate buffers, where relevant) and timings, and a proposed format and content for a pre-construction baseline report; and

- (a) the survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and

- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.
- (2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—
- (a) a survey to determine the location and extent of any *Sabellaria spinulosa* reef inside the area(s) within the Order limits in which it is proposed to carry out construction works;
  - (b) a full sea floor coverage swath-bathymetry survey undertaken to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works including an appropriate buffer area around the site of each work, inclusive of seabed anomalies or sites of historic or archaeological interest that lie within the buffer;
  - (c) any marine mammal monitoring required by the monitoring plan submitted in accordance with condition 13(1)(c); and
  - (d) any ornithological monitoring required by the monitoring plan submitted in accordance with condition 13(1)(c).
- (3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

**Commencement Information**

**I264** Sch. 14 Pt. 2 para. 16 in force at 22.4.2022, see [art. 1\(2\)](#)

**Construction monitoring**

**17.—(1)** The undertaker must, in discharging condition 13(1)(c), submit details (which accord with the in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In any event, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) Construction monitoring must include traffic monitoring in accordance with the outline navigation monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with Trinity House and the MCA.

#### Commencement Information

**I265** Sch. 14 Pt. 2 para. 17 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Post construction

**18.**—(1) The undertaker must, in discharging condition [13\(1\)\(c\)](#), submit details (which accord with the in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) appropriate surveys to determine any change in the location, extent and composition of any *Sabellaria spinulosa* reef identified in the pre-construction survey in the parts of the offshore Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction survey;
- (b) within twelve months of completion of the licensed activities, one swath-bathymetry survey undertaken to IHO Order 1a standard that meets the requirements of MGN654 and its annexes of the part(s) of the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables have been buried or protected;
- (c) any marine mammal monitoring required by the monitoring plan submitted in accordance with condition [13\(1\)\(c\)](#);
- (d) post-construction traffic monitoring in accordance with the outline navigation monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with Trinity House and the MCA; and
- (e) any ornithological monitoring required by the monitoring plan submitted in accordance with condition [13\(1\)\(c\)](#).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables, the cable monitoring plan required under condition [13\(1\)\(d\)\(ii\)\(cc\)](#) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the project and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

#### Commencement Information

**I266** Sch. 14 Pt. 2 para. 18 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Reporting of impact pile driving/detonation of explosives

**19.**—(1) Only when driven or part-driven pile foundations or detonation of explosives are proposed to be used as part of the foundation installation the undertaker must provide the following information to the Marine Noise Registry—

- (a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving/detonation of explosives to satisfy the Marine Noise Registry's Forward Look requirements;
  - (b) within 12 weeks of completion of impact pile driving/detonation of explosives, information on the locations and dates of impact pile driving/detonation of explosives to satisfy the Marine Noise Registry's Close Out requirements
- (2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.
- (3) For the purpose of this condition—
- (a) “*Marine Noise Registry*” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;
  - (b) “*Forward Look*” and “*Close Out*” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

#### Commencement Information

**I267** Sch. 14 Pt. 2 para. 19 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Scour protection and cable protection during operation

**20.**—(1) During the period of five years following the completion of construction the undertaker must not install scour protection in locations where scour protection was not installed during construction until the following information has been submitted to and approved by the MMO in consultation with the relevant statutory nature conservation body—

- (a) the need for and location of the scour protection;
- (b) the type and sources of scour protection proposed to be used;
- (c) the volume and area of scour protection proposed, together with details of the total volume and area of scour protection installed under this licence;
- (d) installation methods for the scour protection; and
- (e) a report to confirm the Environmental Statement predictions in relation to the potential impact of scour protection and that the data used is appropriate.

(2) The information required under sub-paragraph (1) must be submitted to the MMO for approval at least four months prior to the date on which scour protection is intended for installation, unless otherwise agreed with the MMO.

(3) The installation of such scour protection must be undertaken in accordance with the details approved under sub-paragraph (1).

(4) A close out report following each instance of installation of scour protection approved under sub-paragraph (1) must be submitted to the MMO within three months of completion of the activity.

(5) Following the date of completion of construction, the undertaker must not install scour protection in locations where scour protection was not installed during construction unless approved under sub-paragraph (1).

(6) During the period of five years following the completion of construction the undertaker must not install cable protection in locations where cable protection was not installed during construction until the following information has been submitted to and approved by the MMO in consultation with the relevant statutory nature conservation body—

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

- (a) the need for and location of the cable protection;
- (b) the type and sources of cable protection proposed to be used;
- (c) the volume and area of cable protection proposed, together with details of the total volume and area of cable protection installed under this licence;
- (d) installation methods for the cable protection; and
- (e) a report to confirm the Environmental Statement predictions in relation to the potential impact of cable protection and that the data used is appropriate.

(7) The information required under sub-paragraph (6) must be submitted to the MMO for approval at least four months prior to the date on which cable protection is intended for installation, unless otherwise agreed with the MMO.

(8) The installation of such cable protection must be undertaken in accordance with the details approved under sub-paragraph (6).

(9) A close out report following each instance of installation of cable protection approved under sub-paragraph (6) must be submitted to the MMO within three months of completion of the activity.

(10) Following the date of completion of construction, the undertaker must not install cable protection in locations where cable protection was not installed during construction unless approved under sub-paragraph (6).

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**Commencement Information**

**I268** Sch. 14 Pt. 2 para. 20 in force at 22.4.2022, see [art. 1\(2\)](#)

**Co-operation**

**21.**—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 12(1), 13(1) and 22(1), the undertaker must provide a copy of the relevant plans and documentation to the East Anglia TWO undertaker to enable the East Anglia TWO undertaker to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 12(1), 13(1) and 22(1) must be accompanied by any comments received by the undertaker from the East Anglia TWO undertaker in accordance with paragraph (1) or a statement from the undertaker confirming that no such comments were received.

(3) The undertaker must participate in liaison meetings with the East Anglia TWO undertaker as requested from time to time by the MMO in writing in advance, and such meetings will be chaired by the MMO and may consider such matters as are determined by the MMO relating to the efficient management and discharge of conditions 12(1), 13(1) and 22(1) of this licence and conditions 12(1), 13(1) and 22(1) of Schedule 14, Part 2 to the East Anglia TWO Order.

(4) For the purposes of this condition—

“East Anglia TWO authorised scheme” means Work Nos. 1 to 6 of the East Anglia TWO Order;

“East Anglia TWO Order” means the East Anglia TWO Offshore Wind Farm Order 2022; and

“East Anglia TWO undertaker” means the undertaker in respect of the East Anglia TWO authorised scheme.

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**Commencement Information**

**I269** Sch. 14 Pt. 2 para. 21 in force at 22.4.2022, see [art. 1\(2\)](#)



### **Southern North Sea Special Area of Conservation Site Integrity Plan (Piling)**

**22.**—(1) No piling activities can commence until a Site Integrity Plan (SIP), which accords with the principles set out in the in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (SNS SAC) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted to the MMO no later than six months prior to commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the pre-construction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

#### **Commencement Information**

**I270** Sch. 14 Pt. 2 para. 22 in force at 22.4.2022, see [art. 1\(2\)](#)

### **Southern North Sea Special Area of Conservation Site Integrity Plan (UXO clearance)**

**23.**—(1) No removal or detonation of UXO can take place until a Site Integrity Plan (SIP), which accords with the principles set out in the in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (SNS SAC) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to removal or detonation of UXO as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted to the MMO no later than six months prior to removal or detonation of UXO being undertaken.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the pre-construction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

#### **Commencement Information**

**I271** Sch. 14 Pt. 2 para. 23 in force at 22.4.2022, see [art. 1\(2\)](#)

### **Control of piling and UXO detonations**

**24.**—(1) The undertaker must not—

- (a) undertake pile driving in respect of more than one pile at the same time;
- (b) undertake more than one UXO detonation at the same time; or
- (c) undertake pile driving at the same time as undertaking a UXO detonation.

(2) In the event that pile driving or UXO detonation is being carried out under licence 1 (generation), the undertaker must not undertake pile driving or UXO detonation under this licence at the same time.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(3) During the winter period the undertaker must not carry out more than one pile driving activity or UXO detonation within a 24 hour period under this licence, alone or in-combination with pile driving or UXO detonations undertaken in accordance with licence 1 (generation).

(4) For the purpose of this condition—

“winter period” means the period between 1 October to 31 March inclusive.

**Commencement Information**

**I272** Sch. 14 Pt. 2 para. 24 in force at 22.4.2022, see [art. 1\(2\)](#)

**Herring spawning**

**25.**—(1) The undertaker must not undertake pile driving or UXO detonations during the herring spawning period.

(2) The “herring spawning period” means a period within 1 November and 31 January to be confirmed in writing by the MMO following submission of a herring spawning report by the undertaker which analyses the International Herring Larval Survey data for the periods 1-15 January and 16-31 January for the preceding ten years in order to determine when the highest larval densities occur and which includes a methodology for the analysis.

(3) Unless otherwise agreed in writing with the MMO, the report referred to in sub-paragraph (2) must be submitted to the MMO at least six months prior to—

- (a) the date on which it is intended for UXO clearance activities to begin; or
- (b) the commencement of construction,

whichever is earlier.

**Commencement Information**

**I273** Sch. 14 Pt. 2 para. 25 in force at 22.4.2022, see [art. 1\(2\)](#)

**Sediment sampling**

**26.**—(1) The undertaker must not undertake dredge or disposal activities until the following have been submitted to and approved in writing by the MMO—

- (a) details of an additional sediment contaminants sampling campaign; and
- (b) a dredge and disposal process report detailing—
  - (i) the results of the sampling campaign referred to in sub-paragraph (1)(a); and
  - (ii) the requirements to be adhered to during any dredge and disposal activities.

(2) Any dredge and disposal activities must be undertaken in accordance with the dredge and disposal process report approved under sub-paragraph (1).

**Commencement Information**

**I274** Sch. 14 Pt. 2 para. 26 in force at 22.4.2022, see [art. 1\(2\)](#)



## Completion of construction

27.—(1) The undertaker must submit a close out report to the MMO and the relevant statutory nature conservation body confirming the date of completion of construction within three months of the date of completion of construction.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

### Commencement Information

I275 Sch. 14 Pt. 2 para. 27 in force at 22.4.2022, see [art. 1\(2\)](#)

## SCHEDULE 15

Article 37

### Arbitration Rules

## Primary objective

1.—(1) The primary objective of these Arbitration Rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within four months from the date the Arbitrator is appointed pursuant to article 37 (arbitration) of the Order.

(2) The Parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the Parties. Any dispute which is not resolved amicably by the senior management of the Parties within twenty business days of the dispute arising, or such longer period as agreed in writing by the Parties, shall be subject to arbitration in accordance with the terms of this Schedule.

(3) The Arbitration shall be deemed to have commenced when a party (“the Claimant”) serves a written notice of arbitration on the other party (“the Respondent”).

### Commencement Information

I276 Sch. 15 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

## Time periods

2.—(1) All time periods in these Arbitration Rules are measured in days and this will include weekends but not bank holidays in England and Wales as defined in the Banking and Financial Dealings Act 1971.

(2) Time periods are calculated from the day after the Arbitrator is appointed which is either—

- (a) the date the Arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or
- (b) the date the Arbitrator is appointed by the Secretary of State.

### Commencement Information

I277 Sch. 15 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

## Timetable

3.—(1) The timetable for the Arbitration is set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 14 days of the Arbitrator being appointed, the Claimant must provide both the Respondent and the Arbitrator with—

- (a) a written Statement of Claim which describes the nature of the difference between the parties, the legal and factual issues, the Claimant’s contentions as to those issues, the amount of its claim and/or the remedy it is seeking; and
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 14 days of receipt of the Claimant’s statements under sub-paragraph (2) by the Arbitrator and Respondent, the Respondent must provide the Claimant and the Arbitrator with—

- (a) a written Statement of Defence responding to the Claimant’s Statement of Claim, its statement in respect of the nature of the difference, the legal and factual issues in the Claimant’s claim, its acceptance of any element(s) of the Claimant’s claim, its contentions as to those elements of the Claimant’s claim it does not accept;
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports;
- (c) any objections it wishes to make to the Claimant’s statements, comments on the Claimant’s expert report(s) (if submitted by the Claimant) and explanations for the objections.

(4) Within 7 days of the Respondent serving its statements under sub-paragraph (3), the Claimant may make a Statement of Reply by providing both the Respondent and the Arbitrator with—

- (a) a written statement responding to the Respondent’s submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;
- (b) all statements of evidence and copies of documents in response to the Respondent’s submissions;
- (c) any expert report in response to the Respondent’s submissions;
- (d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent;
- (e) its written submissions in response to the legal and factual issues involved.

### Commencement Information

1278 Sch. 15 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

## Procedure

4.—(1) The seat, or place, of the arbitration shall be London, England, the governing law shall be the laws of England and Wales and the language of the arbitration proceedings shall be English. The proceedings shall be conducted in accordance with the Arbitration Act 1996(49), save where modified by these Rules.

(49) 1996 c. 23.

(2) The Arbitrator must make an award on the substantive difference(s) based solely on the written material submitted by the parties unless the Arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within 2 business days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within 7 days of receiving the last submission, the Arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within 10 days of the Arbitrator advising the parties that he is to hold a hearing, the date and venue for the hearing must be fixed by agreement with the parties, save that if there is no agreement the Arbitrator must direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the Arbitrator's direction confirming the date and venue of the hearing.

(6) A decision must be made by the Arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the Arbitrator, then any expert(s) attending the hearing may be asked questions by the Arbitrator.

(7) There is no process of examination and cross-examination of experts, but the Arbitrator shall invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the Arbitrator's questions. Prior to the hearing the procedure for the expert(s) is—

- (a) at least 28 days before a hearing, the Arbitrator must provide a list of issues to be addressed by the expert(s);
- (b) if more than one expert is called, they are to jointly confer and produce a joint report or reports within 14 days of the issues being provided; and
- (c) the form and content of a joint report must be as directed by the Arbitrator and must be provided at least 7 days before the hearing.

(8) Within 14 days of a Hearing or a decision by the Arbitrator that no hearing is to be held the Parties may by way of exchange provide the Arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The Arbitrator must take these submissions into account in the award.

(9) Where a party requests an expedited procedure, accompanied by an evidenced reason for expedition, the Arbitrator may vary the timescales in [F16sub-paragraphs] (3), (4), (5) and (7), but where a party does so, the Arbitrator must provide an opportunity for parties objecting to the effects of an expedited procedure to provide written submissions on that point and may decide to revert to standard timescales in response to such submissions. Where an expedited procedure is sustained, the Arbitrator must set out their reasons for acceding to an expedited timetable in writing, to be given alongside their award.

(10) The Arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within four months of the date on which they are appointed, unless both parties otherwise agree to an extension to the date for the award.

(11) If a party fails to comply with the timetable, procedure or any other direction then the Arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(12) The Arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given shall be proportionate to the issues in dispute and the time available to the Arbitrator to deliver the award.

#### Textual Amendments

**F16** Word in [Sch. 15 para. 4\(9\)](#) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), [Sch.](#)

#### Commencement Information

**I279** Sch. 15 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

### Arbitrator's powers

**5.—(1)** The Arbitrator has all the powers of the Arbitration Act 1996, including the non-mandatory sections, save where modified by these Rules.

(2) There must be no discovery or disclosure, except that the Arbitrator has the power to order the parties to produce such documents as are reasonably requested by another party no later than the Statement of Reply, or by the Arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders are to be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the Arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the Arbitrator. In the absence of agreement, the Arbitrator may vary the timescales and/or procedure—

- (a) if the Arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;
- (b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the Arbitrator must notify the parties that the award is completed, signed and dated, and that it is to be issued to the parties on receipt of cleared funds for the Arbitrator's fees and expenses.

#### Commencement Information

**I280** Sch. 15 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

### Costs

**6.—(1)** The costs of the Arbitration must include the fees and expenses of the Arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the Arbitration.

(2) Subject to sub-paragraph (3), the Arbitrator will award recoverable costs on the general principle that each party should bear its own costs.

(3) The Arbitrator may depart from the general principle in sub-paragraph (2) and make such other costs award as it considers reasonable where a party has behaved unreasonably as defined within the National Planning Practice Guidance or such other guidance as may replace it.

#### Commencement Information

**I281** Sch. 15 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

## Confidentiality

7.—(1) Subject to sub-paragraphs (2), (3) and (4), any arbitration hearing and documentation shall be open to and accessible by the public.

(2) Where the Arbitration relates to a dispute or difference under the provisions of Schedule 10, the hearings must take place in private unless otherwise agreed between the parties and any matters, materials, documents, awards, expert reports and the like are confidential and must not be disclosed to any third party without prior written consent of the other party.

(3) The Arbitrator may direct that the whole or part of a hearing is to be private and/or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(4) Nothing in this paragraph shall prevent any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

### Commencement Information

**I282** Sch. 15 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

## Conservatory and Interim Measures

8.—(1) Unless the parties have otherwise agreed, after the arbitration has commenced, the Arbitrator may, at the request of either party, order any conservatory or interim measure it deems appropriate. Any conservatory or interim measure shall be in the form of an order, giving reasons, or of an award, as the Arbitrator considers appropriate.

(2) Unless the parties have otherwise agreed, either party may apply to the courts of England and Wales for conservatory or interim measures.

(3) Such application by a party shall not be deemed to be an infringement or a waiver of the arbitration agreement, and shall not affect the relevant powers reserved to the Arbitrator.

### Commencement Information

**I283** Sch. 15 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

## SCHEDULE 16

Article 38

### Procedure for discharge of requirements

#### Applications made for certain approvals

1.—(1) Where an application has been made to a discharging authority for any consent, agreement or approval required or contemplated by any of the requirements within Part 3 of Schedule 1 (requirements) to this Order—

- (a) the undertaker must give the discharging authority sufficient information to identify the requirement(s) to which the application relates; and
- (b) the undertaker must provide such particulars, plans and drawings as are reasonably considered necessary to deal with the application.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(2) The discharging authority must give notice to the undertaker of its decision on the application before the end of the decision period.

(3) For the purposes of this paragraph, the decision period is—

- (a) where no further information is requested under paragraph 2 (further information), 56 days from the day immediately following that on which the application is received by the discharging authority;
- (b) where further information is requested under paragraph 2 (further information) 42 days from the day immediately following that on which the further information has been supplied by the undertaker under paragraph 2; or
- (c) such longer period as may be agreed by the undertaker and the discharging authority in writing before the end of the period in sub-paragraph (a) or (b).

#### Commencement Information

**I284** Sch. 16 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Further information

2.—(1) In relation to any application to which this Schedule applies, the discharging authority has the right to request such further information from the undertaker as is reasonably necessary to enable it to consider the application.

(2) If the discharging authority considers such further information to be necessary it must, as soon as reasonably practicable and within 20 business days of receipt of the application notify the undertaker in writing specifying the further information required.

(3) If the discharging authority does not give such notification as specified in sub-paragraph (2) it is to be deemed to have sufficient information to consider the application and is not subsequently entitled to request further information without the prior agreement of the undertaker.

(4) A discharging authority may request further information under sub-paragraph (1) on more than one occasion provided that all such requests are made within the period specified by sub-paragraph (2).

#### Commencement Information

**I285** Sch. 16 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

#### Appeals

3.—(1) The undertaker may appeal to the Secretary of State in the event that—

- (a) the discharging authority refuses an application for any consent, agreement or approval required or contemplated by a requirement contained within Part 3 of Schedule 1 (requirements) to this Order or grants it subject to conditions to which the undertaker objects;
- (b) the discharging authority does not give notice of its decision to the undertaker within the decision period specified in paragraph 1 (applications made for certain approvals);
- (c) on receipt of a request for further information under paragraph 2 (further information) the undertaker considers that either the whole or part of the specified information requested by the discharging authority is not necessary for consideration of the application; or

- (d) on receipt of any further information requested, the discharging authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.
- (2) The appeal process is as follows—
- (a) the undertaker must submit the appeal documentation to the Secretary of State, which must include a copy of the application submitted to the discharging authority and any supporting documentation which the undertaker may wish to provide;
  - (b) the undertaker must on the same day provide copies of the appeal documentation to the discharging authority and the relevant consultees (if applicable);
  - (c) as soon as is practicable after receiving the appeal documentation, but in any event within 28 business days of receiving the appeal documentation, the Secretary of State must appoint a person to determine the appeal (“the appointed person”) and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person’s attention should be sent;
  - (d) the discharging authority and the relevant consultees must submit written representations to the appointed person in respect of the appeal within 20 business days of the date on which the appeal parties are notified of the appointment of a person under sub-paragraph (c) and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;
  - (e) the appeal parties shall make any counter-submissions to the appointed person within 20 business days of receipt of written representations pursuant to sub-paragraph (d) above.
- (3) The appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and within 40 business days of—
- (a) the deadline within sub-paragraph (2)(e); or
  - (b) the deadline for written submissions in respect of further information submitted in accordance with sub-paragraph (5),

whichever is later.

(4) If the appointed person considers that further information is necessary to enable consideration of the appeal the appointed person must, as soon as practicable, and within 10 business days of the deadline for submissions in accordance with sub-paragraph (2)(e), or where further information has already been requested, within 10 business days of the deadline for written submissions in accordance sub-paragraph (5), notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(5) Any further information required under sub-paragraph (4) is to be provided by the party from whom the information is sought to the appointed person and to other appeal parties by the date specified by the appointed person. Any written representations concerning matters contained in the further information must be submitted to the appointed person, and made available to all appeal parties within 10 business days of that date.

(6) On an appeal under this paragraph, the appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary any part of the decision of the discharging authority (whether the appeal relates to that part of it or not), and may deal with the application as if it had been made to the appointed person in the first instance.

(7) The appointed person may proceed to a decision even though no written representations have been made within those time limits if it appears to the appointed person that there is sufficient material to enable a decision to be made.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(8) The decision of the appointed person on an appeal is to be final and binding on the appeal parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person under this Schedule, it is deemed to be an approval for the purpose of any consent, agreement or approval required under Part 3 of Schedule 1 (requirements) as if it had been given by the discharging authority.

(10) Except where a direction is given under sub-paragraph (11) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person are to be met by the undertaker.

(11) On application by the discharging authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to Planning Practice Guidance on the award of costs or any circular or guidance which may from time to time replace it.

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**Commencement Information**

**I286** Sch. 16 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

**Interpretation of Schedule 16**

4. In this Schedule—

“the appeal parties” means the discharging authority, the undertaker and any relevant consultees.

“business day” means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971;

“discharging authority” means the body responsible for giving consent, agreement or approval pursuant to a requirement within Part 3 of Schedule 1 (requirements) to this Order;

“relevant consultee” means any body named in a requirement which is required to be consulted by the discharging authority in discharging that requirement.

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**Commencement Information**

**I287** Sch. 16 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)



## SCHEDULE 17

Article 36

## Documents to be certified

## PART 1

## Documents forming the environmental statement to be certified

**Commencement Information****I288** Sch. 17 Pt. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

<i>(1)</i> Document Reference  (and relevant ES Chapters)	<i>(2)</i> Examination Library Reference  (and relevant ES Chapter reference)	<i>(3)</i> Document Name	<i>(4)</i> Version	<i>(5)</i> Date
6.1	APP-049 APP-079	to Environmental Statement	1	25 October 2019
6.2	APP-080 APP-441	to Figures	1	25 October 2019
6.3	APP-442 APP-571	to Technical Appendices	1	25 October 2019
ExA.WQ-1.A10.D1.VREP1-099 (Chapter 6)	(APP-054)	Applicants' Responses to WQ1 Appendix 10 Landfall Indicative HDD Working Area	1	Deadline 1  2 November 2020
ExA.WQ-1.A11.D1.VREP1-100 (Chapter 6)	(APP-054)	Applicants' Responses to WQ1 Appendix 11 Landfall HDD Cross Sections	1	Deadline 1  2 November 2020
ExA.AS-13.D6.V1 (Chapter 6)	REP6-024 (APP-054)	HDD Verification Clarification Note	1	Deadline 6  24 February 2021
ExA.WQ-1.A6.D1.VREP1-090 (Chapter 6)	(APP-054)	Applicants' Responses to WQ1 Appendix 6 Illustrative Open Trench and Trenchless	1	Deadline 1  2 November 2020

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>
<i>Document Reference</i>  <i>(and relevant ES Chapters)</i>	<i>Examination Library Reference</i>  <i>(and relevant ES Chapter reference)</i>	<i>Document Name</i>	<i>Version</i>	<i>Date</i>
		Onshore Route	Cable	
ExA.WQ-1.A7.D1.V (Chapter 6)	REP1-091 (APP-054)	Applicants' Responses to WQ1 Onshore Crossing Schedule	Appendix 7	1 2 November 2020
ExA.AS-10.D3.V1 (Chapter 6)	REP3-056 (APP-054)	Onshore Route Programme Clarification Note	Cable Works	1 Deadline 3 15 December 2020
ExA.AS-11.D3.V1 (Chapter 6) (Chapter 29)	REP3-057 (APP-054) (APP-077)	Onshore Substations Update Clarification Note		1 Deadline 3 15 December 2020
ExA.AS-12.D3.V1 (Chapter 6)	REP3-058 (APP-054)	Construction Proximity Properties	in to	1 Deadline 3 15 December 2020
6.3.6.2 (Chapter 6)	REP8-015 (APP-054)	EAIN Environmental Statement Appendix 6.2 Relationship of Onshore Plans Secured by the DCO		5 Deadline 8 25 March 2021
6.3.6.3 (Chapter 6)	REP8-016 (APP-054)	EAIN Environmental Statement Appendix 6.3 Relationship of Offshore Plans Secured by the DCO		5 Deadline 8 25 March 2021
6.3.6.4 (Chapter 6)	REP3-020 (APP-054)	EAIN Environmental Statement Appendix 6.4 Cumulative		2 Deadline 3 15 December 2020

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>
<i>Document Reference</i>  <i>(and relevant ES Chapters)</i>	<i>Examination Library Reference</i>  <i>(and relevant ES Chapter reference)</i>	<i>Document Name</i>	<i>Version</i>	<i>Date</i>
		Project Description		
ExA.RRA6.D0.V1  (Chapters 7 to 17)	AS-043  (APP-055 to APP-065)	[ <sup>F17</sup> Applicant's Comments on Relevant Representations] <sub>F18</sub>  ... Appendix 6 Disposal Site Locations (Windfarm Site)	1	11 June 2020
ExA.RRA2.D0.V1  (Chapter 7)	AS-039  (APP-055)	[ <sup>F17</sup> Applicant's Comments on Relevant Representations] <sub>F18</sub>  ... Appendix 2 Wave Climatology Clarification Note	1	11 June 2020
ExA.AS-13.D3.V1  (Chapter 7)  (Chapter 9)  (Chapter 10)  (Chapter 12)	REP3-059  (APP-055)  (APP-057)  (APP-058)  (APP-060)	Effects on Supporting Habitats of Outer Thames Estuary SPA Clarification Note	1	Deadline 3  15 December 2020
ExA.RRA3.D0.V1  (Chapter 10)	AS-040  (APP-058)	[ <sup>F17</sup> Applicant's Comments on Relevant Representations] <sub>F18</sub>  ... Appendix 3 Fish and Shellfish Ecology Clarification Note	1	11 June 2020
ExA.AS-5.D11.V2  (Chapter 11)	REP11-045  [ <sup>F17</sup> (APP-059)]	Underwater Noise Modelling [ <sup>F19</sup> Report Update] Update	2	Deadline 11  7 June 2021

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>
<i>Document Reference</i>  <i>(and relevant ES Chapters)</i>	<i>Examination Library Reference</i>  <i>(and relevant ES Chapter reference)</i>	<i>Document Name</i>	<i>Version</i>	<i>Date</i>
ExA.AS-3.D2.V1  (Chapter 12)	REP2-006  (APP-060)	Cumulative Auk 1 Displacement [ <sup>F20</sup> and], Seabird Assemblage Assessment of FFC SPA and Gannet PVA		Deadline 2  17 November 2020
ExA.AS-2.D11.V5 (Chapter 12)	REP11-026 (APP-060)	Displacement of 5 red-throated divers in the Outer Thames Estuary SPA		Deadline 11  7 June 2021
ExA.AS-20.D1.V1  (Chapter 19)  (Chapter 26)	REP1-040  (APP-067)  (APP-074)	Deadline 1 Air 1 Quality Clarification Note		Deadline 1  2 November 2020
ExA.AS-16.D3.V1  (Chapter 19)	REP3-061  (APP-067)	Deadline 3 Air 1 Quality Clarification Note		Deadline 3  15 December 2020
ExA.WQ-1.A8.D1.V  (Chapter 20)	REP1-092  (APP-068)	Applicants' 1 Responses to WQ1 Appendix 8 Environment Agency Flood Zones		Deadline 1  2 November 2020
ExA.AS-9.D4.V2  (Chapter 20)	REP4-044  (APP-068)	[ <sup>F19</sup> Clarification 2 Note] SuDS Infiltration Note		Deadline 4  13 January 2021
ExA.AS-12.D6.V1  (Chapter 18)  (Chapter 20)	REP6-021  (APP-066)  (APP-068)	Landfall 1 Hydrogeological Risk Assessment		Deadline 6  24 February 2021
ExA.AS-13.D8.V1  (Chapter 20)	REP8-038  (APP-068)	Flood Risk and 1 Drainage Clarification Note		Deadline 8  25 March 2021
ExA.AS-11.D1.V1	REP1-022	Land Use 1 Clarification Note		Deadline 1

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(Chapter 21)	(APP-069)			2 November 2020
ExA.WQ-1.A4.D1.V (Chapter 22)	REP1-088 (APP-070)	Applicants' Responses to WQ1 Appendix 4 Ecological Mitigation Works	1 4	Deadline 1 2 November 2020
ExA.AS-12.D1.V1 (Chapter 22)	REP1-023 (APP-070)	Onshore Ecology Clarification Note	1	Deadline 1 2 November 2020
ExA.AS-16.D1.V1 (Chapter 22)	REP1-035 (APP-070)	Ecological Enhancement Clarification Note	1	Deadline 1 2 November 2020
ExA.AS-14.D3.V1 (Chapter 22)	REP3-060 (APP-070)	Deadline Onshore Ecology Clarification Note	3 1	Deadline 3 15 December 2020
ExA.AS-10.D4.V1 (Chapter 22)	REP4-005 (APP-070)	Deadline Onshore Ecology Clarification Note	4 1	Deadline 4 13 January 2021
ExA.AS-14.D6.V1 (Chapter 22)	REP6-025 (APP-070)	Deadline Onshore Ecology Clarification Note	6 1	Deadline 6 24 February 2021
ExA.AS-28.D6.V1 (Chapter 22)	REP6-035 (APP-070)	Ecology Survey Results: February 2021	1	Deadline 6 24 February 2021
ExA.AS-16.D8.V1 (Chapter 22)	REP8-041 (APP-070)	Ecological Enhancement Clarification Note Addendum	1	Deadline 8 25 March 2021
ExA.AS-10.D1.V1 (Chapter 24) (Chapter 29)	REP1-021 (APP-072) (APP-077)	Archaeology and Cultural Heritage Clarification Note	1	Deadline 1 2 November 2020

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<i>Document Reference</i>  <i>(and relevant ES Chapters)</i>	<i>Examination Library Reference</i>  <i>(and relevant ES Chapter reference)</i>	<i>Document Name</i>	<i>Version</i>	<i>Date</i>
ExA.AS-13.D1.V1  (Chapter 24)	REP1-024  (APP-072)	Pre-Construction Trial Trenching Report	1	Deadline 1  2 November 2020
ExA.AS-14.D1.V1  (Chapter 24)	REP1-025 to REP1-033  (APP-072)	Onshore Archaeology Geophysical Survey Report (Parts 1 to 9)	1	Deadline 1  2 November 2020
ExA.AS-15.D1.V1  (Chapter 24)	REP1-034  (APP-072)	Onshore Archaeology Earthworks Report	1	Deadline 1  2 November 2020
ExA.AS-29.D8.V1  (Chapter 24)	REP8-063  (APP-072)	Cultural heritage Viewpoint 5 Additional Visualisation	1	Deadline 8  25 March 2021
ExA.AS-16.D3.V1  (Chapter 24) (Chapter 29)	REP3-062 to REP3-068  (APP-072)  (APP-077)	Updated Photomontages Clarification Note	1	Deadline 3  15 December 2020
ExA.AS-11.D4.V1  (Chapter 24)	REP4-006  (APP-072)	Heritage Assessment Addendum	1	Deadline 4  13 January 2021
ExA.AS-11.D4.V1_001  (Chapter 24)	REP4-007  (APP-072)	Heritage Assessment Addendum Appendix 1 CHVP2 – PRoW between Friston Hall and Friston (Appendix 24.7, Figure 7 Update)	[ <sup>F21</sup> 1]	Deadline 4  13 January 2021
ExA.AS-11.D4.V1_002  (Chapter 24)	REP4-008  (APP-072)	Heritage Assessment Addendum Appendix 2 CHVP3 – PRoW between Moor	[ <sup>F21</sup> 1]	Deadline 4  13 January 2021

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		Farm and Little Moor Farm (Appendix 24.7, Figure 8 Update)		
ExA.AS-11.D4.V1_0001 (Chapter 24)	REP4-009 (APP-072)	Heritage Assessment Addendum Appendix 3 CHVP4 – PRoW to east of Little Moor Farm (Appendix 24.7, Figure 9 Update)	[ <sup>F21</sup> 1]	Deadline 4  13 January 2021
ExA.AS-11.D4.V1_0002 (Chapter 24)	REP4-010 (APP-072)	Heritage Assessment Addendum Appendix 4 CHVP5 – PRoW at Woodside Farm (Appendix 24.7, Figure 10 Update)	[ <sup>F21</sup> 1]	Deadline 4  13 January 2021
ExA.AS-11.D4.V1_0003 (Chapter 24)	REP4-011 (APP-072)	Heritage Assessment Addendum Appendix 5 CHVP7 – Friston House (b) (Appendix 24.7, Figure 12 Update)	[ <sup>F21</sup> 1]	Deadline 4  13 January 2021
ExA.AS-11.D4.V1_0004 (Chapter 24)	REP4-012 (APP-072)	Heritage Assessment Addendum Appendix 6 CHVP8 – Friston War Memorial (Appendix 24.7, Figure 13 Update)	[ <sup>F21</sup> 1]	Deadline 4  13 January 2021
[ <sup>F17</sup> ExA.AS-30.D11.V1_0005 (Chapter 24)	REP11-075	Heritage Assessment Addendum GIS	1	Deadline 11  7 June 2021

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Document Reference  (and relevant ES Chapters)	Examination Library Reference  (and relevant ES Chapter reference)	Document Name	Version	Date
[ <sup>F17</sup> ExA.AS-30.D11.V1_011-076 (Chapter 24)	REP11-076	Heritage Assessment GIS Addendum App 1 CHVP2 App 24.7 Fig 7 Update	1	Deadline 11 7 June 2021
[ <sup>F17</sup> ExA.AS-30.D11.V1_021-077 (Chapter 24)	REP11-077	Heritage Assessment GIS Addendum App 2 CHVP3 App 24.7 Fig 8 Update	1	Deadline 11 7 June 2021
[ <sup>F17</sup> ExA.AS-30.D11.V1_031-078 (Chapter 24)	REP11-078	Heritage Assessment GIS Addendum App 3 CHVP4 App 24.7 Fig 9 Update	1	Deadline 11 7 June 2021
ExA.AS-30.D11.V1_041-054 (Chapter 24)	REP11-054	Heritage Assessment GIS Addendum App 4 CHVP5 App 24.7 Fig 10 Update	1	Deadline 11 7 June 2021
[ <sup>F17</sup> ExA.AS-30.D11.V1_051-079 (Chapter 24)	REP11-079	Heritage Assessment GIS Addendum App 5 CHVP7 App 24.7 Fig 12 Update	1	Deadline 11 7 June 2021
[ <sup>F17</sup> ExA.AS-30.D11.V1_061-080 (Chapter 24)	REP11-080	Heritage Assessment GIS Addendum App 6 CHVP8 App 24.7 Fig 13	1	Deadline 11 7 June 2021
ExA.AS-14.D8.V1 (Chapter 25)	REP8-039 (APP-073)	Applicants' Position Statement on Noise	1	Deadline 8 25 March 2021
ExA.AS-8.D2.V1 (Chapter 25)	REP2-011 (APP-073)	Noise and Vibration Assessment Clarification Note	1	Deadline 2 17 November 2020
ExA.AS-8.D4.V1 (Chapter 25)	REP4-043 (APP-073)	Noise Modelling Clarification Note	1	Deadline 4 13 January 2021



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ExA.WQ-1.A14.D1.V1 (Chapter 26)	REP1-103 (APP-074)	Applicants' Responses to WQ1 Appendix 14 Junction Locations	1	Deadline 1 2 November 2020
ExA.AS-8.D1.V1 (Chapter 26)	REP1-048 (APP-074)	Traffic and Transport Clarification Note for Deadline 1	1	Deadline 1 2 November 2020
ExA.AS-6.D6.V2 (Chapter 26)	REP6-043 (APP-074)	Sizewell C Cumulative Impact Assessment Note (Traffic and Transport)	2	Deadline 6 24 February 2021
ExA.AS-9.D3.V1 (Chapter 26)	REP3-055 (APP-074)	Traffic and Transport Clarification Note for Deadline 3	1	Deadline 3 15 December 2020
ExA.AS-26.D4.V1 (Chapter 26)	REP4-027 (APP-074)	Traffic and Transport Deadline 4 Clarification Note	1	Deadline 4 13 January 2021
ExA.AS-9.D1.V1 (Chapters 27 to 30)	REP1-049 (APP-075 to APP-078)	Public Rights of Way Clarification Note	1	Deadline 1 2 November 2020
ExA.AS-5.D2.V1 (Chapter 28) (Chapter 29)	REP2-008 (APP-076) (APP-077)	Effects with Regard to the Statutory Purposes of the Suffolk Coast and Heaths Area of Outstanding Natural Beauty and Accordance with NPS Policy	1	Deadline 2 17 November 2020
ExA.AS-33.D8.V1 (Chapter 28)	REP8-075 (APP-076)	Landscape and Visual: Sizewell C Cumulative	1	Deadline 8 25 March 2021

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(1)	(2)	(3)	(4)	(5)
Document Reference  (and relevant ES Chapters)	Examination Library Reference  (and relevant ES Chapter reference)	Document Name	Version	Date
		Impact Assessment		
ExA.WQ-1.A9.1.D1. REP1-093 (Chapter 29)	(APP-077)	Applicants' Responses to WQ1 Appendix 9.1 EA1N Annotated Viewpoint 1	1	Deadline 1 2 November 2020
ExA.WQ-1.A9.2.D1. REP1-094 (Chapter 29)	(APP-077)	Applicants' Responses to WQ1 Appendix 9.2 EA1N Annotated Viewpoint 3	1	Deadline 1 2 November 2020
ExA.WQ-1.A9.3.D1. REP1-095 (Chapter 29)	(APP-077)	Applicants' Responses to WQ1 Appendix 9.3 EA1N Annotated Viewpoint 4	1	Deadline 1 2 November 2020
ExA.WQ-1.A9.4.D1. REP1-096 (Chapter 29)	(APP-077)	Applicants' Responses to WQ1 Appendix 9.4 EA1N Annotated Viewpoint 5	1	Deadline 1 2 November 2020
ExA.WQ-1.A9.5.D1. REP1-097 (Chapter 29)	(APP-077)	Applicants' Responses to WQ1 Appendix 9.5 EA1N Annotated Viewpoint 8	1	Deadline 1 2 November 2020
ExA.WQ-1.A9.6.D1. REP1-098 (Chapter 29)	(APP-077)	Applicants' Responses to WQ1 Appendix 9.6 EA1N Annotated Viewpoint 14	1	Deadline 1 2 November 2020
ExA.AS-7.D2.V1 (Chapter 29)	REP2-010 (APP-077)	Sizewell Cumulative Impact Assessment Note (Landscape and Visual)	C 1	Deadline 2 17 November 2020
ExA.AS-3.D4.V1	REP4-031	Landscape and Visual Impact	1	Deadline 4

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(Chapter 29)	(APP-077)	Assessment Addendum		13 January 2021
ExA.AS-3.D4.V1_00REP4-032  (Chapter 29)	(APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 1 Viewpoint 1 – Public Right of Way (PRoW) near Friston House (Figure 29.13 Update)	1	Deadline 4  13 January 2021
ExA.AS-3.D4.V1_00REP4-033  (Chapter 29)	(APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 2 Viewpoint 2 – Friston, Church Road (Figure 29.14 Update)	1	Deadline 4  13 January 2021
ExA.AS-3.D4.V1_00REP4-034  (Chapter 29)	(APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 3 Viewpoint 3 – Grove Road, near Pear Tree Farm (Figure 29.15 Update)	1	Deadline 4  13 January 2021
ExA.AS-3.D4.V1_00REP4-035  (Chapter 29)	(APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 4 Viewpoint 4 – Grove Road, near Church Road (Friston) (Figure 29.16 Update)	1	Deadline 4  13 January 2021

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ExA.AS-3.D4.V1_00REP4-036  (Chapter 29)	REP4-036  (APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 5 Viewpoint 5 – PRow near Moor Farm (Figure 29.17 Update)	1	Deadline 4  13 January 2021
ExA.AS-3.D4.V1_00REP4-037  (Chapter 29)	REP4-037  (APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 6 Viewpoint 6 – Friston, Village Green (Figure 29.18 Update)	1	Deadline 4  13 January 2021
ExA.AS-3.D4.V1_00REP4-038  (Chapter 29)	REP4-038  (APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 7 Viewpoint 8 – Saxmundham Road (North of Friston) (Figure 29.20 Update)	1	Deadline 4  13 January 2021
ExA.AS-3.D4.V1_00REP4-039  (Chapter 29)	REP4-039  (APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 8 Viewpoint 9 – B1121 Aldeburgh Road, south of Friston (Figure 29.21 Update)	1	Deadline 4  13 January 2021
ExA.AS-6.D7.V1  (Chapter 29)	REP7-062  (APP-077)	Updated Figure 29.37- Viewpoint 5 Public Rights of Way, near	1	Deadline 7  4 March 2021

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<i>(and relevant ES Chapters)</i>	<i>(and relevant ES Chapter reference)</i>			
		Moor Farm (with National Grid GIS Substation)		
ExA.AS-28.D8.V1_0REP8-055 (Chapter 29)	(APP-077)	National Grid GIS Substation Photomontages: Figure 29.13 Update Viewpoint 1 Public Rights of Way near Friston House	1	Deadline 8 25 March 2021
ExA.AS-28.D8.V1_0REP8-056 (Chapter 29)	(APP-077)	National Grid GIS Substation Photomontages: Figure 29.14 Update Viewpoint 2 Friston, Church Road	1	Deadline 8 25 March 2021
ExA.AS-28.D8.V1_0REP8-057 (Chapter 29)	(APP-077)	National Grid GIS Substation Photomontages: Figure 29.17 Update Viewpoint 5 Public Rights of Way, near Moor Farm	1	Deadline 8 25 March 2021
ExA.AS-28.D8.V1_0REP8-058 (Chapter 29)	(APP-077)	National Grid GIS Substation Photomontages: Figure 29.20 Update Viewpoint 8 Saxmundham Road (North of Friston)	1	Deadline 8 25 March 2021
ExA.AS-28.D8.V1_0REP8-059 (Chapter 29)	(APP-077)	National Grid GIS Substation Photomontages: Figure 29.21 Update Viewpoint 9: B1121 Aldeburgh Road (south of Friston)	1	Deadline 8 25 March 2021

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ExA.AS-28.D8.V1_0REP8-060  (Chapter 29)	(APP-077)	National Grid GIS Substation Photomontages: CHVP3 – PRow between Moor Farm and Little Moor Farm (Appendix 24.7, Figure 8-Update)	1	Deadline 8  25 March 2021
ExA.AS-28.D8.V1_0REP8-061  (Chapter 29)	(APP-077)	National Grid GIS Substation Photomontages: CHVP4 – PRow to east of Little Moor Farm (Appendix 24.7, Figure 9-Update)	1	Deadline 8  25 March 2021
ExA.AS-28.D8.V1_0REP8-062  (Chapter 29)	(APP-077)	National Grid GIS Substation Photomontages: CHVP5 – PRow at Woodside Farm (Appendix 24.7, Figure 10-Update)	1	Deadline 8  25 March 2021
ExA.AS-30.D8.V1_0REP8-066  (Chapter 29)	(APP-077)	Different colour schemes for Substations Design Principles Statement: Viewpoint 1 Public Rights of Way near Friston House	1	Deadline 8  25 March 2021
ExA.AS-30.D8.V1_0REP8-067  (Chapter 29)	(APP-077)	Different colour schemes for Substations Design Principles Statement: Viewpoint 2 Friston, Church Road	1	Deadline 8  25 March 2021
ExA.AS-30.D8.V1_0REP8-068		Different colour schemes for	1	Deadline 8

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<i>(and relevant ES Chapters)</i>	<i>(and relevant ES Chapter reference)</i>			
(Chapter 29)	(APP-077)	Substations Design Principles Statement: Viewpoint 9 – B1121 Aldeburgh Road, south of Friston		25 March 2021
ExA.AS-31.D8.V1_0REP8-071		Viewpoint Photomontages with Potential National Grid Extension Bays: Figure 29.14 Update Viewpoint 2 Friston, Church Road	1	Deadline 8 25 March 2021
(Chapter 29)	(APP-077)			
ExA.AS-31.D8.V1_0REP8-072		Viewpoint Photomontages with Potential National Grid Extension Bays: Figure 29.17 Update Viewpoint 5 Public Rights of Way, near Moor Farm	1	Deadline 8 25 March 2021
(Chapter 29)	(APP-077)			
ExA.AS-31.D8.V1_0REP8-073		Viewpoint Photomontages with Potential National Grid Extension Bays: Figure 29.20 Update Viewpoint 8 Saxmundham Road (North of Friston)	1	Deadline 8 25 March 2021
(Chapter 29)	(APP-077)			
ExA.AS-31.D8.V1_0REP8-069		Viewpoint Photomontages with Potential National Grid Extension Bays: CHVP3 – PRoW	1	Deadline 8 25 March 2021
(Chapter 29)	(APP-077)			

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		between Moor Farm and Little Moor Farm (Appendix 24.7, Figure 8-Update)		
ExA.AS-31.D8.V1_0REP8-070 (Chapter 29)	REP8-070 (APP-077)	Viewpoint Photomontages with Potential National Grid Extension Bays: CHVP4 – PRoW to east of Little Moor Farm (Appendix 24.7, Figure 9-Update)	1	Deadline 8 25 March 2021
ExA.AS-32.D8.V1 (Chapter 29)	REP8-074 (APP-077)	Extension of National Grid Substation Appraisal	1	Deadline 8 25 March 2021
ExA.AS-4.D11.V1 (Chapter 29)	REP11-028	Landscape and Visual Impact Assessment GIS Addendum	1	Deadline 11 7 June 2021
ExA.AS-4.D11.V1_0REP11-029 (Chapter 29)	REP11-029	LVIA GIS Addendum Appendix 1 Viewpoint 1 Figure 29.13 GIS Update	1	Deadline 11 7 June 2021
ExA.AS-4.D11.V1_0REP11-030 (Chapter 29)	REP11-030	LVIA GIS Addendum Appendix 2 Viewpoint 2 Figure 29.14 GIS Update	1	Deadline 11 7 June 2021
ExA.AS-4.D11.V1_0REP11-031 (Chapter 29)	REP11-031	LVIA GIS Addendum Appendix 3 Viewpoint 3 Figure 29.15 GIS Update	1	Deadline 11 7 June 2021



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ExA.AS-4.D11.V1_0REP11-032  (Chapter 29)	LVIA Addendum Appendix Viewpoint Figure 29.16 Update	GIS	1  4 4 GIS	Deadline 11  7 June 2021
ExA.AS-4.D11.V1_0REP11-033  (Chapter 29)	LVIA Addendum Appendix Viewpoint Figure 29.17 Update	GIS	1  5 5 GIS	Deadline 11  7 June 2021
ExA.AS-4.D11.V1_0REP11-034  (Chapter 29)	LVIA Addendum Appendix Viewpoint Figure 29.18 Update	GIS	1  6 6 GIS	Deadline 11  7 June 2021
ExA.AS-4.D11.V1_0REP11-035  (Chapter 29)	LVIA Addendum Appendix Viewpoint Figure 29.20 Update	GIS	1  7 8 GIS	Deadline 11  7 June 2021
ExA.AS-4.D11.V1_0REP11-036  (Chapter 29)	LVIA Addendum Appendix Viewpoint Figure 29.21 Update	GIS	1  8 9 GIS	Deadline 11  7 June 2021
ExA.AS-4.D11.V1_0REP11-037  (Chapter 29)	LVIA Addendum Appendix Viewpoint Figure 29.13 Update	GIS	1  9 1 AIS	Deadline 11  7 June 2021
ExA.AS-4.D11.V1_10REP11-038  (Chapter 29)	LVIA Addendum Appendix Viewpoint	GIS	1  10 2	Deadline 11  7 June 2021

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>
<i>Document Reference</i>  <i>(and relevant ES Chapters)</i>	<i>Examination Library Reference</i>  <i>(and relevant ES Chapter reference)</i>	<i>Document Name</i>	<i>Version</i>	<i>Date</i>
		Figure 29.14 AIS Update		
ExA.AS-4.D11.V1_1REP11-039  (Chapter 29)		LVIA Addendum Appendix Viewpoint Figure 29.15 AIS Update	GIS 1  11 3	Deadline 11  7 June 2021
ExA.AS-4.D11.V1_1REP11-040  (Chapter 29)		LVIA Addendum Appendix Viewpoint Figure 29.16 AIS Update	GIS 1  12 4	Deadline 11  7 June 2021
ExA.AS-4.D11.V1_1REP11-041  (Chapter 29)		LVIA Addendum Appendix Viewpoint Figure 29.17 AIS Update	GIS 1  13 5	Deadline 11  7 June 2021
ExA.AS-4.D11.V1_1REP11-042  (Chapter 29)		LVIA Addendum Appendix Viewpoint Figure 29.18 AIS Update	GIS 1  14 6	Deadline 11  7 June 2021
ExA.AS-4.D11.V1_1REP11-043  (Chapter 29)		LVIA Addendum Appendix Viewpoint Figure 29.20 AIS Update	GIS 1  15 8	Deadline 11  7 June 2021
ExA.AS-4.D11.V1_1REP11-044  (Chapter 29)		LVIA Addendum Appendix Viewpoint Figure 29.21 AIS Update	GIS 1  16 9	Deadline 11  7 June 2021
ExA.AS-17.D1.V1  (Chapter 30)	REP1-036  (APP-078)	Socio-Economics and Tourism	1	Deadline 1

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1)	(2)	(3)	(4)	(5)
Document Reference  (and relevant ES Chapters)	Examination Library Reference  (and relevant ES Chapter reference)	Document Name	Version	Date
		Clarification Note (SZC CIA)		2 November 2020
ExA.WQ-1.A13.D1.V1  (Chapter 30)	REP1-102  (APP-078)	Applicants' Responses to WQ1 Appendix 13 Tourism Impact Review	1	Deadline 1  2 November 2020
5.3	APP-043	Habitat Regulations Assessment Information to Support the Appropriate Assessment Report	1	25 October 2019
5.3.1	APP-044	Habitat Regulations Assessment Appendix 1 Information to Support AA Report - HRA Screening Report	1	25 October 2019
5.3.2	REP3-016	Habitat Regulations Assessment Appendix 2 Information to Support AA Report – Screening Matrices	3	Deadline 3  15 December 2020
5.3.3	APP-046	Habitat Regulations Assessment Appendix 3 Information to Support AA Report - Integrity Matrices	1	25 October 2019
ExA.AS-19.D1.V1	REP1-038	Information to Support AA	1	Deadline 1

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1)	(2)	(3)	(4)	(5)
<i>Document Reference</i>  <i>(and relevant ES Chapters)</i>	<i>Examination Library Reference</i>  <i>(and relevant ES Chapter reference)</i>	<i>Document Name</i>	<i>Version</i>	<i>Date</i>
(Chapter 11)	(APP-059)	Addendum for Marine Mammals		2 November 2020
[ <sup>F19</sup> ExA.AS-7.D1.V1 (Information to Support Appropriate Assessment Report)	REP1-047 (APP-043 to APP-047)	Deadline Offshore Ornithology Cumulative and In Combination Collision Risk Update	1 1	Deadline 1  2 November 2020]
ExA.AS-7.D4.V1 (Information to Support Appropriate Assessment Report)	REP4-042 (APP-043 to APP-047)	Deadline Offshore Ornithology Cumulative and In Combination Collision Risk Update	4 1	Deadline 4  13 January 2021
ExA.AS-11.D8.V1 (Information to Support Appropriate Assessment Report)	REP8-035 (APP-043 to APP-047)	Deadline Offshore Ornithology Cumulative and In Combination Collision Risk Update	8 1	Deadline 8  25 March 2021
ExA.AS-3.D11.V1 (Information to Support Appropriate Assessment Report)	REP11-027 (APP-043 to APP-047)	Deadline Offshore Ornithology Cumulative and In Combination Collision Risk and Displacement Update	11 1	Deadline 11  7 June 2021
[ <sup>F19</sup> ExA.AS-8.D12.V1 (Information to Support Appropriate Assessment Report)	REP12-066 (APP-043 to APP-047)	Deadline Offshore Ornithology Cumulative and In Combination Collision Risk and Displacement Update	12 1	Deadline 13  5 July 2021]
ExA.AS-12.D13.V1	REP13-019	Deadline Offshore	13 1	Deadline 13

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1)	(2)	(3)	(4)	(5)
<i>Document Reference</i>	<i>Examination Library Reference</i>	<i>Document Name</i>	<i>Version</i>	<i>Date</i>
<i>(and relevant ES Chapters)</i>	<i>(and relevant ES Chapter reference)</i>			
(Information to Support Appropriate Assessment Report)	(APP-043 to APP-047)	Ornithology Cumulative and In-Combination Collision Risk and Displacement Update		5 July 2021
[ <sup>F19</sup> ExA.AS-3.SoSQ.V(A APP-043 to APP-047)	to Updated Offshore Ornithology	1		30 November 2021]
(Information to Support Appropriate Assessment Report)		Cumulative and In-Combination Collision Risk and Displacement Assessment		

#### Textual Amendments

- F17** Words in Sch. 17 Pt. 1 substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), **Sch.**
- F18** Word in Sch. 17 Pt. 1 omitted (22.12.2022) by virtue of [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), **Sch.**
- F19** Words in Sch. 17 Pt. 1 inserted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), **Sch.**
- F20** Word in Sch. 17 Pt. 1 inserted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), **Sch.**
- F21** Word in Sch. 17 Pt. 1 substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), **Sch.**

## PART 2

Other documents to be certified

#### Commencement Information

- I289** Sch. 17 Pt. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>
<i>Document Reference</i>	<i>Examination Library Reference</i>	<i>Document Name</i>	<i>Version</i>	<i>Date</i>
2.2	REP11-003	Land (onshore)	Plans 6	Deadline 11 7 June 2021
2.2.1	REP3-005	Land (offshore)	Plans 3	Deadline 3 15 December 2020
2.3.1	REP3-007	Works (offshore)	Plans 2	Deadline 3 15 December 2020
2.3.2	REP11-004	Works (onshore)	Plans 7	Deadline 11 7 June 2021
2.4	REP12-004	Access to Works Plan (Rev 2)	2	Deadline 12 28 June 2021
2.5	REP12-005	Temporary Stopping up of Public Rights of Way Plan (Rev 4)	4	Deadline 12 28 June 2021
2.6	REP12-006	Permanent Stopping up of Public Rights of Way Plan (Rev 4)	3	Deadline 12 28 June 2021
2.10	REP12-012	Important Hedgerows and Tree Preservation Order Plan (Rev 4)	4	Deadline 12 28 June 2021
2.12	REP3-004	Order boundary coordinates plan (offshore)	limits 2	Deadline 3 15 December 2020
4.3	REP12-019	Book of Reference (Version 10)	10	Deadline 12 28 June 2021
8.1	<sup>F22</sup> ...	Outline of Construction Practice ( <sup>F23</sup> Version 10)	Code [ <sup>F24</sup> 10]	[ <sup>F23</sup> 31 January 2022]

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>
<i>Document Reference</i>	<i>Examination Library Reference</i>	<i>Document Name</i>	<i>Version</i>	<i>Date</i>
8.4	AS-116	Outline Public Rights of Way Strategy	3	22 April 2021
8.5	REP6-005	Outline Scheme of Investigation (Onshore Archaeology)	Written of 3	Deadline 6 24 February 2021
8.6	REP3-028	Outline Scheme of Investigation (Offshore)	Written of 2	Deadline 3 15 December 2020
8.7	F22 ...	Outline Landscape and Ecological Management Strategy [F23 (Version 08)]	[F24]8	[F23]31 January 2022]
8.9	REP11-017	Outline Construction Traffic Management Plan	6	Deadline 11 7 June 2021
8.10	REP12-023	Outline Access Management Plan [F23 (Version 07)]	7	Deadline 12 28 June 2021
8.11	REP11-022	Outline Travel Plan	6	Deadline 11 7 June 2021
8.12	REP7-027	Outline Offshore Operations and Maintenance Plan	3	Deadline 7 4 March 2021
8.13	REP8-027	Offshore Principle Monitoring Plan	In 4	Deadline 8 25 March 2021
8.14	REP8-029	Draft Mammal Mitigation Protocol	Marine 4	Deadline 8 25 March 2021
8.17	REP8-031	In Principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan	4	Deadline 8 25 March 2021

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1)	(2)	(3)	(4)	(5)
Document Reference	Examination Library Reference	Document Name	Version	Date
8.18	APP-595	Outline Navigation Monitoring Strategy	1	25 October 2019
8.20	REP1-019	Outline pre-commencement archaeology execution plan [F <sup>25</sup> (onshore)]	2	Deadline 1 2 November 2020
ExA.AS-1.D12.V4	REP12-025	Outline Landfall Construction Method Statement (Version 04)	4	Deadline 12 28 June 2021
ExA.AS-2.D12.V3	REP12-027	Outline SPA Crossing Method Statement (Version 03)	3	Deadline 12 28 June 2021
ExA.AS-6.D8.V2	REP8-086	Outline Sizewell Gap Construction Method Statement	2	Deadline 8 25 March 2021
ExA.AS-5.D3.V2	REP3-050	Outline Fisheries Liaison and Coexistence Plan	2	Deadline 3 15 December 2020
ExA.AS-4.D6.V3	REP6-039	Outline Sabellaria Reef Management Plan	3	Deadline 6 24 February 2021
[F <sup>24</sup> ExA.AS-13.D13.V7]	REP13-020	Outline Operational Drainage Management Plan (Version 07)	[F <sup>24</sup> 7]	Deadline 13 5 July 2021
ExA.AS-5.D12.V5	REP12-062	Outline Port Construction Traffic Management and Travel Plan (Version 05)	5	Deadline 12 28 June 2021
ExA.AS-29.D11.V4	REP11-074	Outline Watercourse Crossing Method Statement	4	Deadline 11 7 June 2021



**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

(1)	(2)	(3)	(4)	(5)
Document Reference	Examination Library Reference	Document Name	Version	Date
ExA.AS-12.D8.V3	REP8-036	Best Practice Protocol for Minimising Disturbance to Red-Throated Diver	3	Deadline 8 25 March 2021
ExA.AS-6.D11.V4	AS-133	Substations Design Statement (Rev 04)	[ <sup>F24</sup> 4]	<sup>F26</sup> ... 21 June 2021
[ <sup>F24</sup> ExA.AS-6.SoSQ2.V5]	...	Offshore Ornithology Without Prejudice Compensation Measures	[ <sup>F24</sup> 5]	[ <sup>F23</sup> 31 January 2022]
ExA.AS-35.D8.V2	REP8-077	Activity Exclusion Zones Plan	2	Deadline 8 25 March 2021
ExA.AS-15.D7.V1	REP7-037	Sizewell C Limits – Offshore Plan	Order 1	Deadline 7 4 March 2021
ExA.AS-34.D9.V2	REP9-031	Layout Principles Statement	2	Deadline 9 15 April 2021

#### Textual Amendments

- F22** Word in Sch. 17 Pt. 2 omitted (22.12.2022) by virtue of The East Anglia ONE North Offshore Wind Farm (Correction) Order 2022 (S.I. 2022/1398), art. 1(2), **Sch.**
- F23** Words in Sch. 17 Pt. 2 substituted (22.12.2022) by The East Anglia ONE North Offshore Wind Farm (Correction) Order 2022 (S.I. 2022/1398), art. 1(2), **Sch.**
- F24** Word in Sch. 17 Pt. 2 substituted (22.12.2022) by The East Anglia ONE North Offshore Wind Farm (Correction) Order 2022 (S.I. 2022/1398), art. 1(2), **Sch.**
- F25** Word in Sch. 17 Pt. 2 inserted (22.12.2022) by The East Anglia ONE North Offshore Wind Farm (Correction) Order 2022 (S.I. 2022/1398), art. 1(2), **Sch.**
- F26** Words in Sch. 17 Pt. 2 omitted (22.12.2022) by virtue of The East Anglia ONE North Offshore Wind Farm (Correction) Order 2022 (S.I. 2022/1398), art. 1(2), **Sch.**

## SCHEDULE 18

Article 44

## Offshore Ornithology Compensation Measures

## PART 1

Flamborough and Filey Coast Special Protection  
Area: Kittiwake Compensation Measures

## 1. In this Part—

“the kittiwake compensation plan” means Appendix 1 of the Offshore Ornithology Without Prejudice Compensation Measures.

**Commencement Information**

**I290** Sch. 18 Pt. 1 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

2. The authorised development may not be commenced until a plan for the work of the kittiwake compensation steering group (“KCSG”) has been submitted to and approved by the Secretary of State. Such plan to include—

- (a) terms of Reference of the KCSG;
- (b) details of the membership of the KCSG;
- (c) details of the schedule of meetings, timetable for preparation of the kittiwake implementation and monitoring plan (the “KIMP”) and reporting and review periods; and
- (d) the dispute resolution mechanism.

**Commencement Information**

**I291** Sch. 18 Pt. 1 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

3. Following consultation with the KCSG, the KIMP must be submitted to and approved by the Secretary of State (in consultation with the MMO, the local planning authority for the land containing the artificial nest site, and the relevant statutory nature conservation body). The KCSG must be consulted further as required during the approval process. The KIMP must be based on the strategy for kittiwake compensation set out in the kittiwake compensation plan and include—

- (a) details of the location where compensation measures will be deployed, why the location is appropriate ecologically and likely to support successful compensation, and details of agreements demonstrating how the land and/or rights will or have been secured to deliver the ecology objectives of the KIMP;
- (b) details of designs of the artificial nest site including the type of nesting structure; and how risks from avian or mammalian predation and unauthorised human access will be mitigated;
- (c) an implementation timetable for delivery of the artificial nest structure that ensures relevant compensation measures are in place to allow four full kittiwake breeding seasons prior to the operation of any wind turbine generator forming part of the authorised development;
- (d) details of the proposed ongoing monitoring of the measures including: survey methods; survey programmes; success criteria; recording of KCSG consultations and project

reviews; adaptive management measures and details of the factors used to trigger alternative compensation measures and/or adaptive management measures;

- (e) details of the artificial nesting site maintenance schedule; and
- (f) provision for annual reporting to the Secretary of State, to include details of the number of birds colonising the site including: evidence of birds prospecting; nesting attempts; egg laying; hatching; and fledging, to identify barriers to breeding success and target alternative or adaptive management measures.

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**Commencement Information**

**I292** Sch. 18 Pt. 1 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

4. The undertaker must not commence the authorised development unless it has first—
- (a) provided a reasonable estimate of the cost of delivery of the compensation measures; and
  - (b) put in place either—
    - (i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or
    - (ii) an alternative form of security for that purpose, that has been approved by the Secretary of State.

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**Commencement Information**

**I293** Sch. 18 Pt. 1 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

5. The undertaker must implement the measures as set out in the KIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and the relevant local planning authority. In particular, no operation of any turbine forming part of the authorised development may begin until four full breeding seasons following the implementation of the measures set out in the KIMP have elapsed. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 March in each year and ended on 30 September.

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**Commencement Information**

**I294** Sch. 18 Pt. 1 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

6. The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the KIMP.

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**Commencement Information**

**I295** Sch. 18 Pt. 1 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

7. Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the relevant statutory nature conservation body. This must include details of any finding that the measures have been ineffective in securing an increase in the number of adult kittiwakes available to recruit to the SPA and, in such case, proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

**Commencement Information**

**I296** Sch. 18 Pt. 1 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

**8.** The artificial nest structure must not be decommissioned without written approval of the Secretary of State, in consultation with the relevant statutory nature conservation body. The artificial nest structures shall be maintained beyond the operational lifetime of the authorised development if they are colonised, and routine and adaptive management measures and monitoring must continue whilst the artificial nesting structures are in place.

**Commencement Information**

**I297** Sch. 18 Pt. 1 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

**9.** The KIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved KIMP must be in accordance with the principles set out in the kittiwake compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the kittiwake compensation plan.

**Commencement Information**

**I298** Sch. 18 Pt. 1 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

**10.** In the event of any conflict or inconsistency between the terms of the kittiwake compensation plan and the provisions of this Order, the provisions of this Order shall prevail.

**Commencement Information**

**I299** Sch. 18 Pt. 1 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 2

### Alde-Ore Estuary Special Protection Area: Lesser black-backed gull Compensation Measures

**1.** In this Part—

“the lesser black-backed gull compensation plan” means Appendices 5 and 7 of the Offshore Ornithology Without Prejudice Compensation Measures.

**Commencement Information**

**I300** Sch. 18 Pt. 2 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

**2.** The authorised development may not be commenced until a plan for the work of the lesser black-backed gull compensation steering group (“LBBCSG”) has been submitted to and approved by the Secretary of State. Such plan to include—

(a) terms of Reference of the LBBCSG;

- (b) details of the membership of the LBBCSG;
- (c) details of the schedule of meetings, timetable for preparation of the lesser black-backed gull implementation and monitoring plan (the “LBBIMP”) and reporting and review periods; and
- (d) the dispute resolution mechanism.

**Commencement Information**

**I301** Sch. 18 Pt. 2 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**3.** Following consultation with the LBBCSG, the LBBIMP must be submitted to the Secretary of State for approval (in consultation with the MMO, the local planning authority for any land containing the predator control fencing, and the relevant statutory nature conservation body). The LBBCSG must be consulted further as required during the approval process. The LBBIMP must be based on the strategy for lesser black-backed gull compensation set out in the lesser black-backed gull compensation plan and include—

- (a) details of the location where compensation measures will be deployed, why the location is appropriate ecologically and likely to support successful compensation, and details of agreements demonstrating how any land and/or rights will or have been secured to deliver the ecology objectives of the LBBIMP;
- (b) details of designs of any predator control fencing including the type of fencing and area and location of enclosure, and details of any other habitats management measures;
- (c) an implementation timetable for delivery of any predator control fencing and any other habitat management measures that ensures relevant compensation measures are in place to allow four full lesser black-backed gull breeding seasons prior to the operation of any wind turbine generator forming part of the authorised development;
- (d) details of the proposed ongoing monitoring of the measures including: survey methods; survey programmes; success criteria; recording of LBBCSG consultations and project reviews; adaptive management measures and details of the factors used to trigger alternative compensation measures and/or adaptive management measures.;
- (e) details of the maintenance schedule for any predator proof fencing; and
- (f) details of the work in respect of ornithological by-catch measures as set out in Appendix 7 of the Offshore Ornithology Without Prejudice Compensation Measures, that could support practical management measures to reduce ornithological by-catch, and which would be undertaken alongside or in place of the predator control fencing.

**Commencement Information**

**I302** Sch. 18 Pt. 2 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

- 4.** The undertaker must not commence the authorised development unless it has first—
- (a) provided a reasonable estimate of the cost of delivery of the compensation measures; and
  - (b) put in place either—
    - (i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or
    - (ii) an alternative form of security for that purpose, that has been approved by the Secretary of State.

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

**Commencement Information**

**I303** Sch. 18 Pt. 2 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

5. The undertaker must implement the measures as set out in the LBBIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and the relevant local planning authority. In particular, no operation of any turbine forming part of the authorised development may begin until four full breeding seasons following the implementation of the measures set out in the LBBIMP have elapsed. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 March in each year and ended on 30 September.

**Commencement Information**

**I304** Sch. 18 Pt. 2 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

6. The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the LBBIMP.

**Commencement Information**

**I305** Sch. 18 Pt. 2 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

7. Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the relevant statutory nature conservation body. This must include details of any finding that the measures have been ineffective in securing an increase in the number of adult lesser black-backed gulls available to recruit to the SPA and, in such case, proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

**Commencement Information**

**I306** Sch. 18 Pt. 2 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

8. Any predator proof fencing installed must not be decommissioned without written approval of the Secretary of State, in consultation with the relevant statutory nature conservation body. The predator control fencing shall be maintained beyond the operational lifetime of the authorised development if the site is colonised. The routine and adaptive management measures and monitoring should continue whilst the fencing is in place.

**Commencement Information**

**I307** Sch. 18 Pt. 2 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

9. The LBBIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved LBBIMP must be in accordance with the principles set out in the lesser black-backed gull compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the lesser black-backed gull compensation plan.

**Commencement Information**

**I308** Sch. 18 Pt. 2 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

**10.** In the event of any conflict or inconsistency between the terms of the lesser black-backed gull compensation plan and the provisions of this Order, the provisions of this Order shall prevail.

**Commencement Information**

**I309** Sch. 18 Pt. 2 para. 10 in force at 22.4.2022, see [art. 1\(2\)](#)

## PART 3

### Outer Thames Estuary Special Protection Area: Red-throated diver Compensation Measures

**1.** In this Part—

“the red-throated diver compensation plan” means Appendix 6 of the Offshore Ornithology Without Prejudice Compensation Measures.

**Commencement Information**

**I310** Sch. 18 Pt. 3 para. 1 in force at 22.4.2022, see [art. 1\(2\)](#)

**2.** The authorised development may not be commenced until a plan for the work of the red-throated diver compensation steering group (“RTDCSG”) has been submitted to and approved by the Secretary of State. Such plan to include—

- (a) terms of Reference of the RTDCSG;
- (b) details of the membership of the RTDCSG;
- (c) details of the schedule of meetings, timetable for preparation of the [<sup>F27</sup>red-throated diver] implementation and monitoring plan (the “RTDIMP”) and reporting and review periods; and
- (d) the dispute resolution mechanism.

**Textual Amendments**

**F27** Words in [Sch. 18 Pt. 3 para. 2\(c\)](#) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), [art. 1\(2\)](#), [Sch.](#)

**Commencement Information**

**I311** Sch. 18 Pt. 3 para. 2 in force at 22.4.2022, see [art. 1\(2\)](#)

**3.** Following consultation with the RTDCSG, the RTDIMP must be submitted to the Secretary of State for approval (in consultation with the MMO and the relevant statutory nature conservation body). The RTDCSG must be consulted further as required during the approval process. The RTDIMP must be based on the strategy for red-throated diver compensation set out in the red-throated diver compensation plan and include—

**Changes to legislation:** There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022. (See end of Document for details)

- (a) details of the location where compensation measures will be deployed, why the location is appropriate ecologically and likely to support successful compensation, and details of agreements demonstrating how the vessel route diversions and/or exclusions will or have been secured to deliver the ecology objectives of the RTDIMP;
- (b) an implementation timetable for delivery of the vessel route diversion and/or exclusion compensation measures <sup>F28</sup>[that] ensures that the measures are in place prior to the installation of any tower comprised within a wind turbine generator forming part of the authorised development;
- (c) details in relation to the monitoring of red-throated diver abundance and distribution using aerial digital surveys in the Outer Thames Estuary SPA and a 10km buffer over two winters. Three surveys should take place each winter (between 1st November and 31st March) with one batch to take place before the installation of the turbines forming part of the authorised development and the other batch to take place after;
- (d) details of the proposed ongoing monitoring of the measures including: survey methods; survey programmes; success criteria; recording of RTDCSG consultations and project reviews; details of the factors used to trigger alternative compensation measures and/or adaptive management measures;
- (e) details in relation to the convening of a partnership with relevant authorities and user representation to—
  - (i) improve understanding of disturbance and displacement effects on red-throated diver within the Outer Thames Estuary SPA;
  - (ii) identify and implement opportunities to reduce these effects; and
  - (iii) ensure stakeholder engagement and liaison to raise awareness and communicate any proposed changes in usage; and
- (f) details of the work in respect of ornithological by-catch measures as set out in Appendix 7 of the Offshore Ornithology Without Prejudice Compensation Measures, that could support practical management measures to reduce ornithological by-catch <sup>F29</sup>... .

#### Textual Amendments

**F28** Word in Sch. 18 Pt. 3 para. 3(b) substituted (22.12.2022) by [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), [Sch.](#)

**F29** Words in Sch. 18 Pt. 3 para. 3(f) omitted (22.12.2022) by virtue of [The East Anglia ONE North Offshore Wind Farm \(Correction\) Order 2022 \(S.I. 2022/1398\)](#), art. 1(2), [Sch.](#)

#### Commencement Information

**I312** Sch. 18 Pt. 3 para. 3 in force at 22.4.2022, see [art. 1\(2\)](#)

- 4. The undertaker must not commence the authorised development unless it has first—
  - (a) provided a reasonable estimate of the cost of delivery of the compensation measures; and
  - (b) put in place either—
    - (i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or
    - (ii) an alternative form of security for that purpose, that has been approved by the Secretary of State.



**Commencement Information**

**I313** Sch. 18 Pt. 3 para. 4 in force at 22.4.2022, see [art. 1\(2\)](#)

5. The undertaker must implement the measures as set out in the RTDIMP approved by the Secretary of State unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and the relevant local planning authority. No tower comprised within a wind turbine generator forming part of the authorised development may be installed until the implementation of relevant measures as set out in the RTDIMP.

**Commencement Information**

**I314** Sch. 18 Pt. 3 para. 5 in force at 22.4.2022, see [art. 1\(2\)](#)

6. The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the RTDIMP. Once implemented, the measures should remain in place throughout the operational lifetime of the authorised development.

**Commencement Information**

**I315** Sch. 18 Pt. 3 para. 6 in force at 22.4.2022, see [art. 1\(2\)](#)

7. Results from the monitoring scheme and aerial digital surveys must be submitted at least annually to the Secretary of State and the relevant statutory nature conservation body. This must include details of any finding that the measures have been ineffective in securing the maintenance of the SPA's conservation objectives and, in such case, proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

**Commencement Information**

**I316** Sch. 18 Pt. 3 para. 7 in force at 22.4.2022, see [art. 1\(2\)](#)

8. The RTDIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved RTDIMP must be in accordance with the principles set out in the red-throated diver compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the red-throated diver compensation plan.

**Commencement Information**

**I317** Sch. 18 Pt. 3 para. 8 in force at 22.4.2022, see [art. 1\(2\)](#)

9. In the event of any conflict or inconsistency between the terms of the red-throated diver compensation plan and the provisions of this Order, the provisions of this Order shall prevail.

**Commencement Information**

**I318** Sch. 18 Pt. 3 para. 9 in force at 22.4.2022, see [art. 1\(2\)](#)

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## EXPLANATORY NOTE

*(This note is not part of the Order)*

This Order grants development consent for, and authorises East Anglia ONE North Limited to construct, operate and maintain a generating station located in the North Sea approximately [<sup>F30</sup>38.4km from the port of Lowestoft and 37.9km from Lowestoft] together with all necessary and associated development. For the purposes of the development that it authorises East Anglia ONE North Limited is authorised by the Order compulsorily or by agreement to purchase land and rights in land to use land, as well as to override easements and other rights. The Order also provides a defence in proceedings in respect of statutory nuisance and to discharge water. The Order imposes requirements in connection with the development for which it grants development consent.

The Order also grants deemed marine licences for the marine licensable activities, being the deposit of substances and articles and the carrying out of works, involved in the construction of the generating station and associated development. The deemed marine licences impose conditions in connection with the deposits and works for which they grant consent.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 36 (certification of plans etc.) of this Order may be inspected free of charge at East Suffolk Council Customer Services at Woodbridge Library, New Street, Woodbridge IP12 1DT.

**Changes to legislation:**

There are currently no known outstanding effects for the The East Anglia ONE North Offshore Wind Farm Order 2022.

## 5. HORNSEA THREE OFFSHORE WIND FARM ORDER 2020



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STATUTORY INSTRUMENTS

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**2020 No. 1656**

**INFRASTRUCTURE PLANNING**

**The Hornsea Three Offshore Wind Farm Order 2020**

*Made* - - - - *31st December 2020*

*Coming into force* - - *22nd January 2021*

An application has been made to the Secretary of State under section 37 of the Planning Act 2008 (“the 2008 Act”)<sup>M1</sup> for an order granting development consent.

The application was examined by the Examining Authority appointed by the Secretary of State pursuant to section 61<sup>M2</sup> and section 65<sup>M3</sup> of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of that Act and with the Infrastructure Planning (Examination) Procedure Rules 2010<sup>M4</sup>. The Examining Authority has submitted a report to the Secretary of State under section 74(2)<sup>M5</sup> of the 2008 Act.

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 3 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009<sup>M6</sup> and, as a national policy statement has effect in relation to the proposed development, has had regard to the documents and matters referred to in section 104(2)<sup>M7F1</sup>... of the 2008 Act.

The Secretary of State, having decided the application, has determined to make an Order giving effect to the proposals comprised in the application on terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

The Secretary of State is satisfied that open space within the Order land, when burdened with any new rights authorised for compulsory acquisition under the terms of this Order, will be no less advantageous than it was before such acquisition, to the persons whom it is vested, other persons, if any, entitled to rights of common or other rights, and the public, and that, accordingly, section 132(3)<sup>M8</sup> of the 2008 Act applies.

The Secretary of State, in exercise of the powers conferred by sections 114, 115, 120<sup>M9</sup> and 149A of the 2008 Act, makes the following Order—

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**Textual Amendments**

**F1** Preamble: bracket omitted (21.5.2021) by virtue of [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), **Sch.**

### Marginal Citations

- M1** [2008 c.29](#). Section 37 was amended by section 128(2) and Schedule 13, Part 1, paragraphs 1 to 5 of the [Localism Act 2011 \(c.20\)](#).
- M2** [Section 61](#) was amended by section 128(2) and Schedule 13, paragraph 18 to the Localism Act 2011 and by section 26 of the [Infrastructure Act 2015 \(c.7\)](#).
- M3** [Section 65](#) was amended by Schedule 13 paragraph 22(2) and Schedule 25, paragraph 1 to the Localism Act 2011 and by section 27(1) of the Infrastructure Act 2015.
- M4** [S.I. 2010/103](#). This instrument was amended by [S.I. 2012/635](#).
- M5** [Section 74](#) was amended by sections 128(2) and 237 and by Schedule 13, paragraph 29 and Schedule 25, paragraph 1, to the Localism Act 2011.
- M6** [S.I. 2009/2263](#). Regulation 3 was amended by [S.I. 2012/635](#) and [S.I. 2012/787](#). [S.I. 2009/2263](#) was revoked by [S.I. 2017/572](#), but continues to apply to this application for development consent by virtue of transitional provisions contained in regulation 37(2) of that instrument.
- M7** [Section 104](#) was amended by section 58(5) of the [Marine and Coastal Access Act 2009 \(c.23\)](#) and by section 128(2) of the and Schedule 13, paragraphs 1 and 49(1) to (6) of the Localism Act 2011.
- M8** [Section 132](#) was amended by section 24(3) of the [Growth and Infrastructure Act 2013 \(c. 27\)](#).
- M9** [Sections 114,115 and 120](#) were amended by sections 128(2) and 140 and Schedule 13, paragraphs 1, 55(1), (2) and 60(1) and (3) of the Localism Act 2011. Relevant amendments were made to section 115 by section 160(1) to (6) of the [Housing and Planning Act 2016 \(c. 22\)](#).

## PART 1

### PRELIMINARY

#### Citation and commencement

1. This Order may be cited as the Hornsea Three Offshore Wind Farm Order 2020 and comes into force on 22nd January 2021.

#### Commencement Information

- II** Art. 1 in force at 22.1.2021, see [art. 1](#)

#### Interpretation

2.—(1) In this Order—

“the 1961 Act” means the Land Compensation Act 1961 <sup>M10</sup>;

“the 1965 Act” means the Compulsory Purchase Act 1965 <sup>M11</sup>;

“the 1980 Act” means the Highways Act 1980 <sup>M12</sup>;

“the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981 <sup>M13</sup>;

“the 1989 Act” means the Electricity Act 1989 <sup>M14</sup>;

“the 1990 Act” means the Town and Country Planning Act 1990 <sup>M15</sup>;

“the 1991 Act” means the New Roads and Street Works Act 1991 <sup>M16</sup>;

“the 2004 Act” means the Energy Act 2004 <sup>M17</sup>;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009<sup>M18</sup>;

“access to works plan” means the plan or plans certified as the access to works plan or plans by the Secretary of State for the purposes of this Order under article 36 (certification of plans and documents etc);

“ancillary works” means the ancillary works described in Part 2 of Schedule 1 (ancillary works) and any other works authorised by this Order and which are not development within the meaning of section 32 of the 2008 Act;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 (authorised project);

“authorised project” means the authorised development and the ancillary works authorised by this Order;

“the book of reference” means the document certified by the Secretary of State as the book of reference for the purposes of the Order under article 36;

“box-type gravity base foundation” means a structure principally of steel, concrete, or steel and concrete with a square base which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“buoy” means any floating device used for navigational purposes or measurement purposes;

“cables” means up to 600kV cables for the transmission of electricity, including one or more cable crossings;

“cable circuits” means a number of electrical conductors necessary to transmit electricity between two points within the authorised development; this comprises, in the case of HVAC transmission, three conductors which may be bundled as one cable or take the form of three separate cables, and, in the case of HVDC transmission two conductors, which may be attached together or take the form of single cables, and in either case the circuit may include one or more auxiliary cables (normally fibre optic cables) for the purpose of control, monitoring, protection or general communications;

“cable crossings” means a crossing of existing sub-sea cables or pipelines or other existing infrastructure by a cable or, where cables run together in parallel, a set of cables, authorised by this Order together with physical protection measures including rock placement or other protection measures;

“cable protection” means physical measures for the protection of cables including but not limited to concrete mattresses, with or without frond devices, and/or rock placement (but not material used for cable crossings);

“commence” means—

- (a) in relation to works seaward of MHWS, the first carrying out of any licensed marine activities authorised by the deemed marine licences, save for operations consisting of pre-construction monitoring surveys approved under the deemed marine licences, and
- (b) in respect of any other works comprised in the authorised project, the first carrying out of any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project other than onshore site preparation works and the words “commencement” and “commenced” must be construed accordingly;

“connection works” means Work Nos. 6 to 15 and any related further associated development in connection with those works;

“construction compound” means a construction site associated with the connection works including central offices, welfare facilities, and storage for construction of the authorised project;

“deemed marine licences” means the marine licences set out in Schedules 11 (deemed marine licence under the 2009 Act – generation assets) and 12 (deemed marine licence under the 2009 Act – transmission assets);

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order under article 36;

“frond devices” means flow energy dissipation devices, which reduce current velocity and turbulence and encourage settlement of sediment;

“gravity base foundation” means a structure principally of steel, concrete, or steel and concrete with a base which tapers as it rises which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“highway” and “highway authority” have the same meaning as in the 1980 Act <sup>M19</sup>[<sup>F2</sup>];

“horizontal directional drilling” refers to a boring technique involving drilling in an arc between two points;

“horizontal directional drilling compound” means a construction site associated with the connection works where horizontal directional drilling or other trenchless construction technique is proposed including hard standing, lay down and storage areas for construction materials and equipment, areas for spoil, areas for vehicular parking, bunded storage areas, areas comprising water and bentonite tanks, pumps and pipes, areas for welfare facilities including offices and canteen and washroom facilities, wheel washing facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

“HVAC” means high voltage alternating current;

“HVDC” means high voltage direct current;

“in principle Hornsea Three Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Hornsea Three Southern North Sea Special Area for Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order under article 36;

“intrusive activities” means activities including anchoring of vessels, jacking up of vessels, depositing soil and seabed clearance;

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as, J-tubes, corrosion protection systems and access platforms;

“joint bay” means an excavation located at regular intervals along the cable route consisting of a concrete flat base slab constructed beneath the ground to facilitate the jointing together of the cables;

“land plans” means the plan or plans certified as the land plan or plans by the Secretary of State for the purposes of this Order under article 36;

“LAT” means lowest astronomical tide;

“lead local flood authority” has the meaning in section 6(7) (other definitions) of the Flood and Water Management Act 2010 <sup>M20</sup>;

“link box” means the underground metal box placed within a plastic or concrete pit where the metal sheaths between adjacent export cable sections are connected and earthed installed within a ground level manhole or inspection chamber to allow access to the link box for regular maintenance or fault-finding purposes;

“location plan” means the plan or plans certified as the location plan or plans by the Secretary of State for the purposes of this Order under <sup>F3</sup>article 36;]



“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“Markham’s Triangle exclusion zone plan” means the document certified as the Markham’s Triangle exclusion zone plan by the Secretary of State for the purposes of this Order under article 36;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“mean low water springs” or “MLWS” means the lowest level which spring tides reach on average over a period of time;

“MMO” means the Marine Management Organisation;

“monopile foundation” means a steel pile, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“mono suction bucket foundation” means a steel cylindrical structure which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential, and may include scour protection and additional equipment such as J-tubes;

“offshore accommodation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the wind turbine generators;

“offshore electrical installations” means the offshore type 1 substations, the offshore type 2 substations, the offshore subsea HVAC booster stations and the offshore HVAC booster stations forming part of the authorised development;

“offshore HVAC booster station” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing—

- (a) <sup>F4</sup> electrical equipment required to provide reactive power compensation; and
- (b) <sup>F4</sup> housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the substation;

[<sup>F5</sup>“the offshore Order limits and grid coordinates plan” means the plan or plans certified by the Secretary of State as the offshore Order limits and grid coordinates plan for the purposes of the Order under article 36;]

“offshore subsea HVAC booster station” means a sealed steel or concrete structure located under the surface of the sea, attached to the seabed by means of a foundation, containing electrical equipment required to provide reactive power compensation;

“offshore substation” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing—

- (a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation; and
- (b) housing accommodation, storage, workshop auxiliary equipment, and facilities for operating, maintaining and controlling the substation or wind turbine generators;

“offshore type 1 substation” means the smaller version of the offshore substations assessed in the environment statement;

“offshore type 2 substation” means the larger version of the offshore substations assessed in the environment statement;

“offshore works” means Work Nos. 1, 2, 3, 4 and 5 and any related further associated development in connection with those works;

“onshore construction works” means—

- (a) temporary haul roads;
- (b) vehicular accesses; and
- (c) construction compound(s), or if horizontal directional drilling is to be used, horizontal directional drilling [<sup>F6</sup>compound(s);]

“onshore HVAC booster station” means a compound, containing electrical equipment required to provide reactive power compensation, and auxiliary equipment and facilities for operating, maintaining and controlling the substation, with external landscaping and means of access;

“onshore HVDC/HVAC substation” means a compound, comprising the onshore HVDC converter station or the onshore HVAC substation, containing electrical equipment required to switch, transform, convert electricity and provide reactive power compensation, with external landscaping and means of access;

[<sup>F7</sup>“the onshore Order limits plan” means the plans certified by the Secretary of State as the onshore Order limits plan for the purposes of the Order under article 36;]

“onshore site preparation works” means operations consisting of site clearance, pre-planting of landscaping works, archaeological investigations, environmental surveys, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, creation of site accesses and the temporary display of site notices or advertisements;

“the Order land” means the land shown on the land plans which is within the limits of land to be acquired or used and described in the book of reference;

F8  
...

F8  
...

“the Order limits” means the limits shown on the offshore Order limits and grid coordinates plan and the onshore Order limits plan within which the authorised project may be carried out, whose grid coordinates seaward of MHWS are set out in paragraph 2 of Part 1 of Schedule 1 to this Order;

“outline code of construction practice” means the document certified as the outline code of construction practice by the Secretary of State for the purposes of this Order under article 36;

“outline construction traffic management plan” means the document certified as the outline construction traffic management plan by the Secretary of State for the purposes of this Order under article 36;

“outline ecological management plan” means the document certified as the outline ecological management plan by the Secretary of State for the purposes of this Order under article 36;

“outline landscape plan” means the document certified as the outline landscape plan by the Secretary of State for the purposes of this Order under article 36;

“outline offshore written scheme of investigation” means the document certified as the outline offshore written scheme of investigation by the Secretary of State for the purposes of this Order under article 36;

“outline onshore written scheme of investigation” means the document certified as the outline onshore written scheme of investigation by the Secretary of State for the purposes of this Order under article 36;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure jacket foundations;

“pontoon gravity base 1 foundation” means a structure principally of steel, concrete, or steel and concrete with a base made up of up to three rectangular pontoons which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“pontoon gravity base 2 foundation” means a structure principally of steel, concrete, or steel and concrete with a base made up of a pontoon arranged in a rectangle around an open centre which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“public rights of way plan” means the plan or plans certified as the temporary stopping up of public rights of way plan by the Secretary of State for the purposes of this Order under article 36;

“relevant planning authority” means the district planning authority for the area in which the land to which the relevant provision of this Order applies is situated;

“requirements” means, or a reference to a numbered requirement is to, those matters set out in Part 3 of Schedule 1 (requirements) to this Order;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement;

“SNCB” means an organisation charged by government with advising on nature conservation matters;

“street” means a street within the meaning of section 48 of the 1991 Act<sup>M21</sup>, together with land on the verge of a street or between two carriageways, and includes part of a street;

“street authority”, in relation to a street, has the same meaning as in Part 3 of the 1991 Act<sup>M22</sup>;

“streets plan” means the plan or plans certified as the streets plan or plans by the Secretary of State for the purposes of this Order under article 36;

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

“transition joint bay” means the underground concrete bays in Work No. 7 where the offshore export cable circuits comprised in Work No. 6 are jointed to the onshore export cable circuits;

“transition piece” means the metal structure attached to the top of the foundation where the base of the wind turbine generator is connected and may include additional equipment such as J-tubes, corrosion protection systems, boat access systems, access platforms, craneage, electrical transmission equipment and associated equipment;

“tree preservation order and hedgerow plan” means the plan or plans certified as the tree preservation order and hedgerow plan or plans by the Secretary of State for the purposes of this Order under article 36;

“undertaker” means Orsted Hornsea Project Three (UK) Limited (company number 08584210);

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation or transition piece; and

“works plan” means the plan or plans certified as the works plan by the Secretary of State for the purposes of the Order under article 36.

(2) References in this Order to rights over land include references to rights to do or restrain or to place and maintain, anything in, on or under land or in the air-space above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over the land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or which is an interest otherwise comprised in the Order land.

(3) All distances, directions, capacities and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised development shall be taken to be measured along that work.

(4) Any reference in this Order to a work identified by the number of the work is to be construed as a reference to the work of that number authorised by this Order.

(5) Unless otherwise stated, references in this Order to points identified by letters are to be construed as references to the points so lettered on the works plan.

(6) The expression “includes” is to be construed without limitation unless the contrary intention appears.

#### Textual Amendments

- F2** Art. 2(1) semi-colon inserted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\), art. 1\(2\), Sch.](#)
- F3** Words in art. 2(1) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\), art. 1\(2\), Sch.](#)
- F4** Words in art. 2(1) renumbered (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\), art. 1\(2\), Sch.](#)
- F5** Words in art. 2(1) inserted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\), art. 1\(2\), Sch.](#)
- F6** Word in art. 2(1) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\), art. 1\(2\), Sch.](#)
- F7** Words in art. 2(1) inserted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\), art. 1\(2\), Sch.](#)
- F8** Words in art. 2(1) omitted (21.5.2021) by virtue of [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\), art. 1\(2\), Sch.](#)

#### Commencement Information

- I2** Art. 2 in force at 22.1.2021, see [art. 1](#)

#### Marginal Citations

- M10** 1961 c.33.  
**M11** 1965 c.56.  
**M12** 1980 c.66.  
**M13** 1981 c.66.  
**M14** 1989 c.29.  
**M15** 1990 c.8.  
**M16** 1991 c.22.

**M17** 2004 c.20.

**M18** 2009 c.23.

**M19** “Highway” is defined in section 328(1) of the 1980 Act. For “highway authority” see [section 1](#) to that Act. Relevant amendments are as follows: section 1 was amended by sections 8 and 102 and Schedules 4, paragraph 1 and Schedule 17 of the [Local Government Act 1985 \(c.51\)](#), by section 21 of the 1991 Act and by section 1(6) and Schedule 1, paragraphs 1 to 4 of the [Infrastructure Act 2015 \(c.7\)](#).

**M20** 2010 c.29.

**M21** [Section 48](#) was amended by section 124 (1) and (2) of the [Local Transport Act 2008 \(c.26\)](#).

**M22** “Street authority” is defined in section 49, which was amended by section 1(6) and paragraphs 113 and 117 of Schedule 1 to the Infrastructure Act 2015.

## PART 2

### PRINCIPAL POWERS

#### Development consent etc. granted by the Order

- 3.—(1) Subject to the provisions of this Order and to the requirements the undertaker is granted—
- (a) development consent for the authorised development; and
  - (b) consent for the ancillary works,

to be carried out within the Order limits.

(2) Subject to the requirements, Work Nos. 1 to 5 must be constructed within the Order limits seaward of MHWS and Work Nos. 6 to 15 must be constructed within the Order limits landward of MHWS.

#### Commencement Information

**I3** Art. 3 in force at 22.1.2021, see [art. 1](#)

#### Power to maintain the authorised project

4.—(1) The undertaker may at any time maintain the authorised project, except to the extent that this Order or an agreement made under this Order provides otherwise.

(2) The power to maintain conferred under paragraph (1) does not relieve the undertaker of any requirement to obtain any further licence under Part 4 of the 2009 Act (marine licensing) for offshore works not covered by the deemed marine licences.

#### Commencement Information

**I4** Art. 4 in force at 22.1.2021, see [art. 1](#)

#### Benefit of the Order

5.—(1) Subject to this article, the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Subject to paragraph (7), the undertaker may with the written consent of the Secretary of State—

- (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order (including the deemed marine licences) and such related statutory rights as may be agreed between the undertaker and the transferee; and
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of the Order (including the deemed marine licences) and such related statutory rights as may be so agreed.

except where paragraph (7) applies, in which case no consent of the Secretary of State is required.

(3) Where an agreement has been made in accordance with paragraph (2) references in this Order to the undertaker, except in paragraphs (6) and (8), shall include references to the transferee or lessee.

(4) The undertaker shall consult the Secretary of State before making an application for consent under this article by giving notice in writing of the proposed application.

(5) The Secretary of State shall consult the MMO before giving consent to the transfer or grant to another person of the benefit of the provisions of the deemed marine licences.

(6) Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit, under paragraph (2)—

- (a) the benefit transferred or granted (“the transferred benefit”) shall include any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;
- (b) the transferred benefit shall reside exclusively with the transferee or, as the case may be, the lessee and the transferred benefit shall not be enforceable against the undertaker; and
- (c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (2) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(7) The consent of the Secretary of State is required for the exercise of powers under paragraph (2) except where—

- (a) the transferee or lessee is the holder of a licence under section 6 of the 1989 Act; or
- (b) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—
  - (i) no such claims have been made,
  - (ii) any such claim has been made and has been compromised or withdrawn,
  - (iii) compensation has been paid in final settlement of any such claim,
  - (iv) payment of compensation into court has taken place in lieu of settlement of any such claim, or
  - (v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation shall be payable.

(8) Prior to any transfer or grant under this article taking effect the undertaker must give notice in writing to the Secretary of State, and if such transfer or grant relates to the exercise of powers in their area, to the MMO and the relevant planning authority.

(9) A notice required under paragraphs (4) and (8) must—

- (a) state—
  - (i) the name and contact details of the person to whom the benefit of the provisions will be transferred or granted;
  - (ii) subject to paragraph (10), the date on which the transfer will take effect;
  - (iii) the provisions to be transferred or granted;

- (iv) the restrictions, liabilities and obligations that, in accordance with paragraph (6)(c), will apply to the person exercising the powers transferred or granted; and
  - (v) where paragraph (7) does not apply, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land.
- (b) be accompanied by—
- (i) where relevant, a plan showing the works or areas to which the transfer or grant relates; and
  - (ii) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.

(10) The date specified under paragraph (9)(a)(ii) in respect of a notice served in respect of paragraph (8) must not be earlier than the expiry of fourteen days from the date of the receipt of the notice.

(11) The notice given under paragraph (8) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

(12) The provisions of articles 8 (street works), 10 (temporary stopping up of streets), 18 (compulsory acquisition of land), 20 (compulsory acquisition of rights), 26 (temporary use of land for carrying out the authorised project) and 27 (temporary use of land for maintaining the authorised project) shall have effect only for the benefit of the undertaker and a person who is a transferee or lessee who is also—

- (a) in respect of Work Nos. 6 to 15 a person who holds a licence under the 1989 Act, or
- (b) in respect of functions under article 8 relating to street, a street authority.

#### Commencement Information

**I5** Art. 5 in force at 22.1.2021, see [art. 1](#)

### Application and modification of legislative provisions

**6.—**(1) Regulation 6 of the Hedgerows Regulations 1997<sup>M23</sup> is modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j) the following—

- “(k) or for carrying out development which has been authorised by an order granting development consent pursuant to the Planning Act 2008.”.

(2) The provisions of the Neighbourhood Planning Act 2017<sup>M24</sup> do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project, insofar as they relate to temporary possession of land under articles 26 (temporary use of land for carrying out the authorised project) and 27 (temporary use of land for maintaining the authorised project) of this Order.

#### Commencement Information

**I6** Art. 6 in force at 22.1.2021, see [art. 1](#)

#### Marginal Citations

**M23** [S.I. 1997/1160](#). Relevant amendments to this instrument have been made by section 73(2) of the [Countryside and Rights of Way Act 2000 \(c. 37\)](#) and by [S.I. 2003/2155](#), [S.I. 2006/1177](#), [S.I. 2009/1307](#) and [S.I. 2105/377](#).

**M24** 2017 c.20.

### Defence to proceedings in respect of statutory nuisance

7.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990 <sup>M25</sup> (summary proceedings by persons aggrieved by statutory nuisances) in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (statutory nuisances and inspections therefor) no order may be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) the defendant shows that the nuisance—
  - (i) relates to premises used by the undertaker for the purposes of or in connection with the construction, maintenance or decommissioning of the authorised project and that the nuisance is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction sites), or a consent given under section 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974 <sup>M26</sup>; or
  - (ii) is a consequence of the construction, maintenance or decommissioning of the authorised project and that it cannot reasonably be avoided; or
- (b) the defendant shows that the nuisance—
  - (i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and that the nuisance is attributable to the use of the authorised project in compliance with requirement 21 (control of noise during operational phase); or
  - (ii) is a consequence of the use of the authorised project and that it cannot reasonably be avoided.

(2) Section 61(9) (of the Control of Pollution Act 1974 <sup>M27</sup> does not apply where the consent relates to the use of premises by the undertaker for purposes of or in connection with the construction, maintenance or decommissioning of the authorised project.

#### Commencement Information

**I7** Art. 7 in force at 22.1.2021, see [art. 1](#)

#### Marginal Citations

**M25** 1990 c.43. Relevant amendments are as follows: section 82 was amended by section 107 and Schedule 17 paragraph 6 of the [Environment Act 1995 \(c.25\)](#) and section 5(2) of the [Noise and Statutory Nuisance Act 1993 \(c.40\)](#), and section 79 was amended by sections 101 and 102 of the [Clean Neighbourhoods and Environment Act 2005 \(c.16\)](#), by section 2 of the Noise and Statutory Nuisance Act 1993 and by section 120 and Schedule 22 paragraph 89 of the Environment Act 2005.

**M26** 1974 c.40. Sections 61(9) was amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990, c.25. There are other amendments to the 1974 Act which are not relevant to the Order.

**M27** 1974 c.20. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990, c.25. There are other amendments to the 1974 Act which are not relevant to the Order.



## PART 3

### STREETS

#### Street works

**8.**—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schedule 2 (streets subject to street works) as is within the Order limits and may—

- (a) break up or open the street, or any sewer, drain or tunnel under it;
- (b) tunnel or bore under the street;
- (c) place apparatus under the street;
- (d) maintain apparatus under the street or change its position; and
- (e) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (d).

(2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(3) In this article “apparatus” has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act.

#### Commencement Information

**18** Art. 8 in force at 22.1.2021, see [art. 1](#)

#### Application of the 1991 Act

**9.**—(1) The provisions of the 1991 Act mentioned in paragraph (2) that apply in relation to the carrying out of street works under that Act and any regulations made or code of practice issued or approved under those provisions apply (with all necessary modifications) in relation to—

- (a) the carrying out of works under article 8 (street works); and
- (b) the temporary stopping up, temporary alteration or temporary diversion of a street by the undertaker under article 10 (temporary stopping up of streets),

whether or not the carrying out of the works or the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

(2) The provisions of the 1991 Act<sup>M28</sup> are—

- (a) subject to paragraph (3), section 55 (notice of starting date of works);
- (b) section 57 (notice of emergency works);
- (c) section 60 (general duty of undertakers to co-operate);
- (d) section 68 (facilities to be afforded to street authority);
- (e) section 69 (works likely to affect other apparatus in the street);
- (f) section 76 (liability for cost of temporary traffic regulation);
- (g) section 77 (liability for cost of use of alternative route); and
- (h) all provisions of that Act that apply for the purposes of the provisions referred to in sub-paragraphs (a) to (g).

(3) Section 55 of the 1991 Act as applied by paragraph (2) has effect as if references in section 57 of that Act to emergency works included a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

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**Commencement Information**

**I9** Art. 9 in force at 22.1.2021, see [art. 1](#)

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**Marginal Citations**

**M28** Sections 55, 57, 60, 68 and 69 were amended by the [Traffic Management Act 2004 \(c.18\)](#).

### Temporary stopping up of streets

**10.**—(1) The undertaker, during and for the purposes of carrying out the authorised project, may temporarily stop up, alter or divert any street and may for any reasonable time—

- (a) divert the traffic or a class of traffic from the street; and
- (b) subject to paragraph (3), prevent all persons from passing along the street.

(2) Without limiting paragraph (1), the undertaker may use any street temporarily stopped up under the powers conferred by this article within the Order limits as a temporary working site.

(3) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street affected by the temporary stopping up, alteration or diversion of a street under this article if there would otherwise be no such access.

(4) Without limiting paragraph (1), the undertaker may temporarily stop up, alter or divert the streets set out in column (2) of Schedule 3 (streets to be temporarily stopped up) to the extent specified, by reference to the letters and numbers shown on the works plans, in column (3) of that schedule.

(5) The undertaker must not temporarily stop up, alter, divert or use as a temporary working site—

- (a) any street referred to in paragraph (4) without first consulting the street authority; and
- (b) any other street without the consent of the street authority, which may attach reasonable conditions to the consent.

(6) Any person who suffers loss by the suspension of any public right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (5)(b) that street authority is deemed to have granted consent.

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**Commencement Information**

**I10** Art. 10 in force at 22.1.2021, see [art. 1](#)

### Temporary stopping up of public rights of way

**11.** The undertaker may, in connection with the carrying out of the authorised project, temporarily stop up each of the public rights of way specified in column (2) of Schedule 4 (public rights of way to be temporarily stopped up) to the extent specified in column (3), by reference to the letters shown on the temporary stopping up of rights of way plan.

**Commencement Information**

**I11** Art. 11 in force at 22.1.2021, see [art. 1](#)

**Access to works**

**12.—**(1) The undertaker may, for the purposes of the authorised project—

- (a) form, lay out and maintain a means of access, or improve or maintain an existing means of access, in the locations specified in columns (1) and (2) of Schedule 5 (access to works); and
- (b) with the approval of the relevant planning authority after consultation with the highway authority in accordance with requirement 11 (highway accesses), form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.

(2) If the relevant planning authority fails to notify the undertaker of its decision within 28 days of receiving an application for approval under paragraph (1)(b) that relevant planning authority is deemed to have granted approval.

**Commencement Information**

**I12** Art. 12 in force at 22.1.2021, see [art. 1](#)

**Agreements with street authorities**

**13.—**(1) A street authority and the undertaker may enter into agreements with respect to—

- (a) any temporary stopping up, alteration or diversion of a street authorised by this Order; or
- (b) the carrying out in the street of any of the works referred to in article 8(1) (street works).

(2) Such agreement may, without prejudice to the generality of paragraph (1)—

- (a) make provision for the street authority to carry out any function under this Order which relates to the street in question;
- (b) include an agreement between the undertaker and street authority specifying a reasonable time for the completion of the works; and
- (c) contain such terms as to payment and otherwise as the parties consider appropriate.

**Commencement Information**

**I13** Art. 13 in force at 22.1.2021, see [art. 1](#)

**Power to alter layout etc. of streets**

**14.—**(1) Subject to paragraphs (2) and (3), the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with constructing, operating and maintaining the authorised development, alter the layout of any street and, without limitation on the scope of this paragraph, the undertaker may—

- (a) alter the level or increase the width of any kerb, footway, cycle track or verge; and
- (b) make and maintain passing place(s).

(2) The undertaker must restore any street that has been temporarily altered under this article to the reasonable satisfaction of the street authority.

(3) The powers conferred by paragraph (1) must not be exercised without the consent of the street authority.

(4) Paragraphs (2) and (3) do not apply where the undertaker is the street authority for a street in which the works are being carried out.

#### Commencement Information

**I14** Art. 14 in force at 22.1.2021, see [art. 1](#)

## PART 4

### SUPPLEMENTAL POWERS

#### Discharge of water

**15.**—(1) Subject to paragraphs (3) and (4) below the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may inspect, lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) is determined as if it were a dispute under section 106 of the Water Industry Act 1991 <sup>M29</sup> (right to communicate with public sewers).

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs; and such consent may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld.

(4) The undertaker must not carry out any works to any public sewer or drain pursuant to paragraph (1) except—

- (a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and
- (b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker must not, in carrying out or maintaining works pursuant to this article damage or interfere with the bed or banks of any watercourse forming part of a main river.

(6) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(7) This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters is prohibited by regulation 12 (requirement for a permit) of the Environmental Permitting (England and Wales) Regulations 2016 <sup>M30</sup>.

(8) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to a sewerage undertaker, the Environment Agency, an internal drainage board or a local authority; and

- (b) other expressions, excluding watercourse, used both in this article and in the Environmental Permitting (England and Wales) Regulations 2016 have the same meaning as in those Regulations.

(9) If a person who receives an application for consent or approval fails to notify the undertaker of a decision within 28 days of receiving an application for consent under paragraph (3) or approval under paragraph (4)(a) that person is deemed to have granted consent or given approval, as the case may be.

#### Commencement Information

**I15** Art. 15 in force at 22.1.2021, see [art. 1](#)

#### Marginal Citations

**M29** [1991 c.56](#). Section 106 was amended by sections 43(2) and 35(8)(a) and paragraph 1 of Schedule 2 to the [Competition and Service \(Utilities\) Act 1992 \(c.43\)](#) and sections 99(2), (4), (5)(a), (5)(b), (5)(c) and 36(2) of the [Water Act 2003 \(c.37\)](#) and section 32, Schedule 3, paragraph 16(1) of the Flood and Water Management Act [2010 c.29](#).

**M30** [S.I. 2016/1154](#).

### Protective work to buildings

**16.**—(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any building lying within the Order limits as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

- (a) at any time before or during the carrying out in the vicinity of the building of any part of the authorised project; or
- (b) after the completion of that part of the authorised project in the vicinity of the building at any time up to the end of the period of five years beginning with the day on which that part of the authorised project first becomes operational.

(3) For the purpose of determining how the powers under this article are to be exercised, the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage.

(4) For the purpose of carrying out protective works under this article to a building, the undertaker may (subject to paragraphs (5) and (6))—

- (a) enter the building and any land within its curtilage; and
- (b) where the works cannot be carried out reasonably conveniently without entering land that is adjacent to the building but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

- (a) a power under paragraph (1) to carry out protective works to a building;
- (b) a power under paragraph (3) to enter a building and land within its curtilage;
- (c) a power under paragraph (4)(a) to enter a building and land within its curtilage; or
- (d) a power under paragraph (4)(b) to enter land,

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise the power and, in a case

falling within sub-paragraph (a), (c) or (d), specifying the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (c) or (d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question of whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 37 (arbitration).

(7) The undertaker must compensate the owners and occupiers of any building or land in relation to which powers under this article have been exercised for any loss or damage arising to them by reason of the exercise of the powers.

(8) Where—

- (a) protective works are carried out under this article to a building; and
- (b) within the period of five years beginning with the day on which the part of the authorised project carried out in the vicinity of the building first becomes operational it appears that the protective works are inadequate to protect the building against damage caused by the carrying out or use of that part of the authorised project,

the undertaker must compensate the owners and occupiers of the building for any loss or damage sustained by them.

(9) Nothing in this article relieves the undertaker from any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance).

(10) Any compensation payable under paragraph (7) or (8) must be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).

(11) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of land under this article to the same extent as it applies in respect of the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(12) In this article “protective works”, in relation to a building, means—

- (a) underpinning, strengthening and any other works the purpose of which is to prevent damage that may be caused to the building by the carrying out, maintenance or use of the authorised project; and
- (b) any works the purpose of which is to remedy any damage that has been caused to the building by the carrying out, maintenance or use of the authorised project.

#### **Commencement Information**

**I16** Art. 16 in force at 22.1.2021, see [art. 1](#)

#### **Authority to survey and investigate the land onshore**

**17.—**(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised project and—

- (a) survey or investigate the land;
- (b) without prejudice to the generality of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;
- (c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land, including the digging of trenches; and

- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.
- (2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner or occupier of the land.
- (3) Any person entering land under this article on behalf of the undertaker—
- (a) must, if so required on entering the land, produce written evidence of their authority to do so; and
  - (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.
- (4) No trial holes may be made under this article—
- (a) in land forming a railway without the consent of Network Rail <sup>M31</sup>;
  - (b) in land held by or in right of the Crown without the consent of the Crown;
  - (c) in land located within the highway boundary without the consent of the highway authority; or
  - (d) in a private street without the consent of the street authority,
- but such consent must not be unreasonably withheld or delayed.
- (5) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.
- (6) If either a highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the application for consent—
- (a) under paragraph (4)(c) in the case of a highway authority; or
  - (b) under paragraph (4)(d) in the case of a street authority;
- that authority is deemed to have granted consent.
- (7) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

**Commencement Information**

**I17** Art. 17 in force at 22.1.2021, see [art. 1](#)

**Marginal Citations**

**M31** As defined in Part 5 of Schedule 9 (Protection for Network Rail Infrastructure Limited).

## PART 5

### POWERS OF ACQUISITION

#### Compulsory acquisition of land

**18.**—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised project or to facilitate, or is incidental, to it.



(2) This article is subject to paragraph (2) of article 20 (compulsory acquisition of rights) and article 26 (temporary use of land for carrying out the authorised project).

#### Commencement Information

**I18** Art. 18 in force at 22.1.2021, see [art. 1](#)

#### Time limit for exercise of authority to acquire land compulsorily

**19.**—(1) After the end of the period of 7 years beginning on the day on which this Order is made—

- (a) no notice to treat is to be served under Part 1 (determination of questions of disputed compensation) of the 1965 Act; and
- (b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 22 (application of the 1981 Act).

(2) The authority conferred by article 26 (temporary use of land for carrying out the authorised project) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

#### Commencement Information

**I19** Art. 19 in force at 22.1.2021, see [art. 1](#)

#### Compulsory acquisition of rights

**20.**—(1) Subject to paragraph (2), the undertaker may acquire compulsorily such rights or impose restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 18 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) Subject to the provisions of this paragraph, article 21 (private rights) and article 28 (statutory undertakers), in the case of the Order land specified in column (1) of Schedule 6 (land in which only new rights etc. [<sup>F9</sup>] may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of such new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column (2) of that Schedule.

(3) Subject to section 8 (other provisions as to divided land) of the 1965 Act, and Schedule 2A (counter-notice requiring purchase of land) (as substituted by paragraph 10 of Schedule 7 (modification of compensation and compulsory purchase enactments for <sup>F10</sup> ... creation of new rights) [<sup>F11</sup>],] where the undertaker creates a new interest or acquires an existing right over land or imposes a restrictive covenant under paragraph (1), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 7 has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of restrictive covenants.

(5) In any case where the acquisition of new rights or imposition of a restriction under paragraph (1) or (2) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.



(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

#### Textual Amendments

- F9** Art. 20(2) comma inserted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)
- F10** Word in art. 20(3) omitted (21.5.2021) by virtue of [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)
- F11** Art. 20(3) bracket inserted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

#### Commencement Information

- I20** Art. 20 in force at 22.1.2021, see [art. 1](#)

### Private Rights

**21.—(1)** Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition under article 18 (compulsory acquisition of land) cease to have effect in so far as their continuance would be inconsistent with the exercise of the powers under article 18—

- (a) as from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry),

whichever is the earliest.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 20 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

- (a) as from the date of the acquisition of the right or the imposition of the restrictive covenant by the undertaker (whether the right is acquired compulsorily, by agreement or through the grant of lease of the land by agreement); or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act in pursuance of the right,

whichever is the earliest.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenants under this article is entitled to compensation in accordance with the terms of section 152 of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).

(5) This article does not apply in relation to any right to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 28 (statutory undertakers) applies.

- (6) Paragraphs (1) to (3) have effect subject to—
- (a) any notice given by the undertaker before—
- (i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;
  - (ii) the undertaker's appropriation of the land,
  - (iii) the undertaker's entry onto the land, or
  - (iv) the undertaker's taking temporary possession of the land,
- that any or all of those paragraphs do not apply to any right specified in the notice; or
- (b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.
- (7) If an agreement referred to in paragraph (6)(b)—
- (a) is made with a person in or to whom the right is vested or belongs; and
  - (b) is expressed to have effect also for the benefit of those deriving title from or under that person,

the agreement is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

(8) Reference in this article to private rights over land includes reference to any trusts or incidents to which the land is subject.

#### Commencement Information

**I21** Art. 21 in force at 22.1.2021, see [art. 1](#)

#### Application of the 1981 Act

**22.**—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(2) The 1981 Act, as applied by paragraph (1), has effect with the following modifications.

(3) In section 1 (application of act), for subsection 2, substitute—

“(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.”

(4) In section 5(2) (earliest date for execution of declaration) omit the words from “, and this subsection” to the end.

(5) Section 5A (time limit for general vesting declaration) <sup>M32</sup> is omitted.

(6) In section 5B (extension of time limit during challenge) <sup>M33</sup> for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order) [<sup>F12</sup>] substitute “ section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent) the seven year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Hornsea Three Offshore Wind Farm Order 2020 ”.

(7) In section 6 (notices after execution of declaration), in subsection (1)(b) for “section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981” substitute “ section 134 (notice of authorisation of compulsory acquisition) of the Planning Act 2008 ”.

(8) In section 7 (constructive notice to treat), in subsection (1)(a), omit the words “(as modified by section 4 of the Acquisition of Land Act 1981)”.

(9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) <sup>M34</sup>, for paragraph 1(2) substitute—

“(2) But see article 23(1) (acquisition of subsoil only) of the Hornsea Three Offshore Wind Farm Order 2020, which excludes the acquisition of subsoil only from this Schedule. ”

(10) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and as modified by article 24 (modification of Part 1 of the 1965 Act) to the compulsory acquisition of land under this Order.

#### Textual Amendments

**F12** Art. 22(6) punctuation inserted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), **Sch.**

#### Commencement Information

**I22** Art. 22 in force at 22.1.2021, see [art. 1](#)

#### Marginal Citations

**M32** Inserted by section 182(2) of the [Housing and Planning Act 2016 \(c.22\)](#).

**M33** Inserted by section 202(2) of the [Housing and Planning Act 2016 \(c.22\)](#).

**M34** Inserted by paragraph 6 of Schedule 18 to the [Housing and Planning Act 2016 \(c.22\)](#).

### Acquisition of subsoil only

**23.**—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of article 18 (compulsory acquisition of land) or article 20 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of land under paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil only—

- (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act;
- (b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and
- (c) Section 153(4A) (reference of objection to Upper Tribunal: general) of the Town and Country Planning Act 1990.

(4) Paragraphs (2) and (3) do not apply where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

#### Commencement Information

**I23** Art. 23 in force at 22.1.2021, see [art. 1](#)

### Modification of Part 1 of the 1965 Act

**24.**—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

(2) In section 4A(1) (extension of time limit during challenge) <sup>M35</sup> for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 4” substitute “ section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent), the seven year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Hornsea Three Offshore Wind Farm Order 2020 ”.

(3) In section 11A (powers of entry: further notice of entry) <sup>M36</sup>—

(a) in subsection (1)(a), after “land” insert “ under that provision ”;

(b) in subsection (2), after “land” insert “ under that provision ”.

(4) In section 22(2) (interests omitted from purchase), for “section 4 of this Act” substitute “ article 19 (time limit for exercise of authority to acquire land compulsorily) of the Hornsea Three Offshore Wind Farm Order 2020 ”.

(5) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat) <sup>M37</sup>—

(a) for paragraphs 1(2) and 14(2) substitute—

“(2) But see article 23(3) (acquisition of subsoil only) of the Hornsea Three Offshore Wind Farm Order 2020, which excludes the acquisition of subsoil only from this Schedule”; and

(b) at the end insert—

## “PART 4

### INTERPRETATION

**30.** In this Schedule, references to entering on and taking possession of land do not include doing so under article 16 (protective work to buildings), article 26 (temporary use of land for carrying out the authorised [<sup>F13</sup>project]) or article 27 (temporary use of land for maintaining the authorised [<sup>F13</sup>project]) of the Hornsea Three [<sup>F14</sup>Offshore] Wind Farm Order 2020.”

#### Textual Amendments

**F13** Word in art. 24(5)(b) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

**F14** Word in art. 24(5)(b) inserted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

#### Commencement Information

**I24** Art. 24 in force at 22.1.2021, see [art. 1](#)

#### Marginal Citations

**M35** Inserted by section 202(1) of the [Housing and Planning Act 2016 \(c.22\)](#).

**M36** Inserted by section 186(3) of the [Housing and Planning Act 2016 \(c.22\)](#).

**M37** Inserted by schedule 17(1) paragraph 3 to the [Housing and Planning Act 2016 \(c.22\)](#).

## Rights under or over streets

**25.**—(1) The undertaker may enter on and appropriate so much of the subsoil of or air-space over any street within the Order limits as may be required for the purposes of the authorised project and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised project.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 of the 1991 Act (sharing of cost of necessary measures) applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

### Commencement Information

**I25** Art. 25 in force at 22.1.2021, see [art. 1](#)

## Temporary use of land for carrying out the authorised project

**26.**—(1) The undertaker may, in connection with the carrying out of the authorised project—

- (a) enter on and take temporary possession of—
  - (i) the land specified in columns (1) and (2) of Schedule 8 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (3) of that Schedule; and
  - (ii) any other Order land in respect of which no notice of entry has been served under section 11 (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) of the 1981 Act;
- (b) remove any buildings, agricultural plant and apparatus, drainage, fences, debris and vegetation from that land;
- (c) construct temporary works (including the provision of means of access), haul roads, security fencing, bridges, structures and buildings on that land;
- (d) use the land for the purposes of a working site with access to the working site in connection with the authorised project;
- (e) construct any works, or use the land, as specified in relation to that land in column 3 of Schedule 8, or any mitigation works;
- (f) construct such works on that land as are mentioned in Part 1 of Schedule 1 (authorised development); and
- (g) carry out mitigation works required pursuant to the requirements in Schedule 1.

(2) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker must not remain in possession of any land under this article for longer than reasonably necessary and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article [F15—]

(a) in the case of land specified in paragraph (1)(a)(i) after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (4) of Schedule 8; or

(b) in the case of land specified in paragraph (1)(a)(ii) after the end of the period of one year beginning with the date of completion of the part of the authorised project for which temporary possession of the land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(4) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, the undertaker must before giving up possession of land of which temporary possession has been taken under this article, remove all works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—

(a) replace any building, structure, drain or electric line removed under this article;

(b) remove any drainage works installed by the undertaker under this article;

(c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 2 (streets subject to street works); or

(d) restore the land on which any works have been carried out under paragraph (1)(g) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 1.

(5) The undertaker must pay compensation to the owners and occupiers of land which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article.

(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the carrying out of the authorised project, other than loss or damage for which compensation is payable under paragraph (5).

(8) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i) except that the undertaker is not precluded from—

(a) acquiring new rights or imposing restrictive covenants over any part of that land under article 20 (compulsory acquisition of rights) to the extent that such land is listed in column (1) of Schedule 6 (land in which only new rights etc. may be acquired); or

(b) acquiring any part of the subsoil (or rights in the subsoil) of that land under article 23 (acquisition of subsoil only).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory

acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the [F16]2008 Act.]

#### Textual Amendments

**F15** Art. 26(3) dash inserted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

**F16** Words in art. 26(10) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

#### Commencement Information

**I26** Art. 26 in force at 22.1.2021, see [art. 1](#)

### Temporary use of land for maintaining the authorised project

27.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised project, the undertaker may—

- (a) enter on and take temporary possession of any land within the Order land if such possession is reasonably required for the purpose of maintaining the authorised project; and
- (b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised project for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised project, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).



(11) In this article “the maintenance period”, in relation to any phase of the authorised project as approved under requirement 6, means the period of 5 years beginning with the date on which a phase of the authorised project first exports electricity to the national electricity transmission network except where the authorised development consists of the maintenance of any tree or shrub pursuant to requirement 9 where “the maintenance period” means a period of 10 years beginning with the date on which that tree or shrub is first planted.

**Commencement Information**

**I27** Art. 27 in force at 22.1.2021, see [art. 1](#)

**Statutory undertakers**

- 28.** Subject to the provisions of Schedule 9 (protective provisions) the undertaker may—
- (a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plans within the Order land; and
  - (b) extinguish the rights of, remove, relocate the rights of or reposition the apparatus belonging to statutory undertakers over or within the Order land.

**Commencement Information**

**I28** Art. 28 in force at 22.1.2021, see [art. 1](#)

**Recovery of costs of new connections**

**29.—(1)** Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 28 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 28, any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewage disposal plant.

(3) This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this paragraph—

“public communications provider” has the same meaning as in section 151(1) of the Communications Act 2003 <sup>M38</sup>; and

“public utility undertaker” has the same meaning as in the 1980 Act.

**Commencement Information**

**I29** Art. 29 in force at 22.1.2021, see [art. 1](#)



**Marginal Citations**

**M38** 2003 c.21.

## PART 6

### OPERATIONS

#### Operation of generating station

**30.**—(1) The undertaker is hereby authorised to operate the generating station comprised in the authorised project.

(2) This article does not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required from time to time to authorise the operation of an electricity generating station.

**Commencement Information**

**I30** Art. 30 in force at 22.1.2021, see [art. 1](#)

#### Deemed marine licences under the 2009 Act

**31.** The deemed marine licences set out in Schedules 11 (deemed marine licence under the 2009 Act – generation assets) and 12 (deemed marine licence under the 2009 Act – transmission assets) respectively, are deemed to be granted to the undertaker under Part 4 (marine licensing) of the 2009 Act for the licensed marine activities set out in Part 1, and subject to the conditions set out in Part 2 of each of those Schedules.

**Commencement Information**

**I31** Art. 31 in force at 22.1.2021, see [art. 1](#)

## PART 7

### MISCELLANEOUS AND GENERAL

#### Application of landlord and tenant law

**32.**—(1) This article applies to—

- (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and
- (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

- (a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;
- (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or
- (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

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**Commencement Information**

**I32** Art. 32 in force at 22.1.2021, see [art. 1](#)

**Operational land for purposes of the 1990 Act**

**33.** Development consent granted by this Order is treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as not being operational land).

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**Commencement Information**

**I33** Art. 33 in force at 22.1.2021, see [art. 1](#)

**Felling or lopping of trees and removal of hedgerows**

**34.—(1)** Subject to article 35 (trees subject to tree preservation orders) the undertaker may fell or lop or cut back to roots of any tree or shrub within or overhanging land within the Order limits or near any part of the authorised project if the undertaker reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with onshore site preparation works, the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must not do any unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(4) The undertaker may, for the purpose of the authorised project—

- (a) subject to paragraph (2) above, remove any hedgerows within the Order limits and specified in Schedule 10, Part 1 (removal of hedgerows) that may be required for the purposes of carrying out the authorised project; and
- (b) remove the important hedgerows as are within the Order limits and specified in Schedule 10, Part 2 (removal of important hedgerows).

(5) In this article “hedgerow” and “important hedgerow” have the same meaning as in the Hedgerows Regulations 1997 <sup>M39</sup>.

**Commencement Information**

**I34** Art. 34 in force at 22.1.2021, see [art. 1](#)

**Marginal Citations**

**M39** [S.I.1997/1160](#).

**Trees subject to tree preservation orders**

**35.**—(1) Subject to paragraph (2), the undertaker must not fell or lop or cut back the roots of any tree within or overhanging land which is the subject of a tree preservation order.

(2) The undertaker may fell or lop any tree within or overhanging land within the Order limits subject to a tree preservation order which was made before and after 14 May 2018 or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or interfering with onshore site preparation works the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(3) In carrying out any activity authorised by paragraph (2)—

- (a) the undertaker shall do no unnecessary damage to any tree and shall pay compensation to any person for any loss or damage arising from such activity; and
- (b) the duty contained in section 206(1) (replacement of trees) of the 1990 Act shall not apply.

(4) The authority given by paragraph (2) shall constitute a deemed consent under the relevant tree preservation order.

(5) Any dispute as to a person's entitlement to compensation under paragraph (3), or as to the amount of compensation, shall be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

**Commencement Information**

**I35** Art. 35 in force at 22.1.2021, see [art. 1](#)

**Certification of plans and documents, etc.**

**36.**—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—

- (a) the book of reference;
- (b) design objectives and principles;
- (c) the Development Principles;
- (d) the environmental statement;
- (e) the location plan;
- (f) the land plans;
- (g) the offshore Order limits and grid coordinates plan;
- (h) the onshore Order limits plan;
- (i) the works plans;
- (j) the access to works plan;
- (k) the streets plan;

- (l) the public rights of way plan;
  - (m) the tree preservation order and hedgerow plan;
  - (n) the crown land plans – onshore and offshore;
  - (o) the onshore limits of deviation plan;
  - (p) the outline construction management plan;
  - (q) the outline construction traffic management plan;
  - (r) the outline code of construction practice;
  - (s) the outline ecological management plan;
  - (t) the outline landscape plan;
  - (u) the outline onshore written scheme of investigation;
  - (v) the in-principle monitoring plan;
  - (w) the outline offshore written scheme of investigation;
  - (x) the outline fisheries coexistence and liaison plan;
  - (y) the in principle Hornsea Three Southern North Sea Special Area of Conservation Site Integrity Plan;
  - (z) the Markham's Triangle exclusion zone plan;
  - (aa) the kittiwake compensation plan; and
  - (bb) the sandbanks compensation strategy.
- (2) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.
- (3) Where a plan or document certified under paragraph (1)—
- (a) refers to a provision of this Order (including any specified requirement) when it was in draft form; and
  - (b) identifies that provision by number, or combination of numbers and letters, which is different from the number, or combination of numbers and letters by which the corresponding provision of this Order is identified in the Order as made;
- the reference in the plan or document concerned must be construed for the purposes of this Order as referring to the provision (if any) corresponding to that provision in the Order as made.

**Commencement Information**

**I36** Art. 36 in force at 22.1.2021, see [art. 1](#)

**Arbitration**

**37.—(1)** Any difference under any provision of this Order, unless otherwise provided for, shall be referred to and settled in arbitration in accordance with the rules at Schedule 13 (arbitration rules) of this Order, 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) For the avoidance of doubt, any matter for which the consent or approval of the Secretary of State or the Marine Management Organisation is required under any provision of this Order shall not be subject to arbitration.

### Commencement Information

**I37** Art. 37 in force at 22.1.2021, see [art. 1](#)

### Requirements, appeals, etc.

**38.**—(1) [<sup>F17</sup>Subsection] (1) of section 78 (right to appeal against planning decisions and failure to take such decision) of the 1990 Act applies to the development consent granted by this Order and to the requirements except that it is modified so as to read for the purposes of this Order only as follows—

(a) after “local planning authority” insert “ or Secretary of State ”

(b) after subsection (b) insert the following—

“refuse or fails to determine an application for any consent, agreement or approval of that authority required by a requirement imposed on a grant of development consent or contained in a development consent order, or grant it subject to conditions; or”

(c) after [<sup>F18</sup>subsection] (1), insert the following—

“(1A) Where the appeal under sub-section (1) relates to a decision by the Secretary of State, the appeal shall be decided by a Secretary of State who would not be responsible for determining an application for development consent with the subject matter of the Hornsea Three Offshore Wind Farm Order 2020 if section 103(1) of the 2008 Act applied.”

(2) Sections 78 and 79 (determination of appeals) of the 1990 Act have effect in relation to any appeal under the terms of this article except that the Secretary of State in question is the Secretary of State who would be responsible for determining an application for development consent with the subject matter of this Order if section 103(1) of the 2008 Act applied.

(3) The terms of any development order, and other rules and regulations which apply to applications pursuant to conditions or the subject matter of section 78 of the 1990 Act apply, insofar as they are not inconsistent with the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009 and any other orders, rules or regulations made under the 2008 Act, to any application or appeal made under the requirements specified in paragraph (1).

### Textual Amendments

**F17** Word in [art. 38\(1\)](#) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), [art. 1\(2\)](#), [Sch.](#)

**F18** Word in [art. 38\(1\)\(c\)](#) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), [art. 1\(2\)](#), [Sch.](#)

### Commencement Information

**I38** Art. 38 in force at 22.1.2021, see [art. 1](#)

### Abatement of works abandoned or decayed

**39.** Where Work Nos 1, 2 or 3 or all of them or any part of them, is abandoned or allowed to fall into decay the Secretary of State may, following consultation with the undertaker, by notice in writing require the undertaker at its own expense either to repair, make safe and restore one or any of those Works, or any relevant part of them, or to remove them and, without prejudice to any notice served under section 105(2) of the 2004 Act <sup>M40</sup> restore the site to a safe and proper condition, to such an extent and within such limits as may be specified in the notice.

**Commencement Information**

**I39** Art. 39 in force at 22.1.2021, see [art. 1](#)

**Marginal Citations**

**M40** [Section 105\(2\)](#) was substituted by section 69(3) of the [Energy Act 2008 \(c.32\)](#).

**Saving provisions for Trinity House**

**40.** Nothing in this Order prejudices or derogates from any of the rights, duties or privileges of Trinity House.

**Commencement Information**

**I40** Art. 40 in force at 22.1.2021, see [art. 1](#)

**Crown rights**

**41.—(1)** Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any licensee to take, use, enter upon or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

- (a) belonging to Her Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;
- (b) belonging to Her Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or
- (c) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any Crown land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

(3) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and is deemed to have been given in writing where it is sent electronically.

**Commencement Information**

**I41** Art. 41 in force at 22.1.2021, see [art. 1](#)

**Protective provisions**

**42.** Schedule 9 (protective provisions) has effect.

**Commencement Information**

**I42** Art. 42 in force at 22.1.2021, see [art. 1](#)

## Funding

**43.**—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any land unless it has first put in place either—

- (a) a guarantee and the amount of that guarantee approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land; or
- (b) an alternative form of security and the amount of that security for that purpose approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land.

(2) The provisions are—

- (a) article 18 (compulsory acquisition of land);
- (b) article 20 (compulsory acquisition of rights);
- (c) article 21 (private rights);
- (d) article 23 (acquisition of subsoil only);
- (e) article 25 (rights under or over streets);
- (f) article 26 (temporary use of land for carrying out the authorised project);
- (g) article 27 (temporary use of land for maintaining the authorised project); and
- (h) article 28 (statutory undertakers).

(3) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation under this Order is to be treated as enforceable against the guarantor or person providing the alternative form of security by any person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

(4) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

### Commencement Information

**I43** Art. 43 in force at 22.1.2021, see [art. 1](#)

## Service of notices

**44.**—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (6) to (8), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 of the Interpretation Act 1978<sup>M41</sup> (references to service by post) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address and otherwise—

- (a) in the case of the secretary or clerk of that body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at that time of service.
- (4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having an interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—
- (a) addressing it to that person by the description of “owner”, or as the case may be “occupier” of the land (describing it); and
- (b) either leaving it in the hands of the person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.
- (5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—
- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) in a form sufficiently permanent to be used for subsequent reference.
- (6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven days of receipt that the recipient requires a paper copy of all or any part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.
- (7) Any consent to the use of an electronic transmission by a person may be revoked by that person in accordance with paragraph (8).
- (8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—
- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.
- (9) This article does not exclude the employment of any method of service not expressly provided for by it.
- [<sup>F19</sup>(10) In this article “legible in all material respects” means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.]

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#### Textual Amendments

**F19** Art. 44(10) inserted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

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#### Commencement Information

**I44** Art. 44 in force at 22.1.2021, see [art. 1](#)

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#### Marginal Citations

**M41** [1978 c.30](#). Section 7 was amended by paragraph 19 of Schedule 10 to the [Road Traffic Regulation Act 1984 \(c.27\)](#). There are other amendments not relevant to this Order.



## Compensation provisions

45. Schedule 14 (compensation measures) has effect.

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### Commencement Information

**I45** Art. 45 in force at 22.1.2021, see [art. 1](#)

Signed by Authority of the Secretary of State for Business, Energy and Industrial Strategy

Department for Business, Energy and Industrial  
Strategy

*Gareth Leigh*  
Head of Energy Infrastructure Planning

## SCHEDULES

### SCHEDULE 1

Article 2

#### AUTHORISED PROJECT

### PART 1

#### AUTHORISED DEVELOPMENT

1. A nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act which is located in the North Sea approximately 121 kilometres to the northeast of the north Norfolk coast and approximately 10 kilometres west of the median line between UK and Netherlands waters, comprising—

*Work No. 1—*

- (a) (a) an offshore wind turbine generating station with a gross electrical output of over 100 megawatts comprising up to 231 wind turbine generators each fixed to the seabed by either monopile foundation, mono suction bucket foundation, jacket foundation or gravity base foundation;
- (b) (b) up to three offshore accommodation platforms fixed to the seabed within the area shown on the works plan by monopile foundation, mono suction bucket foundation, jacket foundation, or gravity base foundation and which may be connected to each other or one of the offshore substations within Work No. 2 by an unsupported bridge; and
- (c) (c) a network of cables between the wind turbine generators and between the wind turbine generators and Work No. 2 including one or more cable crossings;

and associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising—

*Work No. 2—*

- (a) (a) up to 12 offshore type 1 substations each fixed to the seabed by either monopile foundation, mono suction bucket foundation, jacket foundation, gravity base foundation or box-type gravity base foundations and which may be connected to each other or one of the offshore accommodation platforms within Work No.1(b) by an unsupported bridge;
- (b) (b) up to four offshore type 2 substations each fixed to the seabed by either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, jacket foundations, box-type gravity base foundations, pontoon gravity base 1 foundations, or pontoon gravity base 2 foundations and which may be connected to each other or one of the offshore accommodation platforms within Work No.1(b) by an unsupported bridge;
- (c) (c) a network of cables;
- (d) (d) up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No.5 consisting of offshore export cables along routes within the Order limits seaward of MLWS including one or more cable crossings; and

- (e) (e) up to eight temporary horizontal directional drilling exit pits;

*Work No. 3—*

- (a) (a) in the event that the mode of transmission is HVAC, up to four offshore HVAC booster stations fixed to the seabed within the area shown on the works plan by either monopile foundation, mono suction bucket foundation, jacket foundation, gravity base foundation, or box-type gravity base foundations;
- (b) (b) in the event that the mode of transmission is HVAC, up to six offshore subsea HVAC booster stations fixed to the seabed by either monopile foundation, mono suction bucket foundation, jacket foundation, gravity base foundation, or box-type gravity base foundations;
- (c) (c) in the event that the mode of transmission is HVAC, a network of cables between HVAC booster stations or offshore subsea HVAC booster stations; and
- (d) (d) in the event that the mode of transmission is HVAC, up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No.5 consisting of offshore export cables along routes within the Order limits seaward of MHWS including one or more cable crossings;

*Work No. 4—* a temporary work area associated with Work No.2 and Work No.3 for vessels to carry out intrusive activities alongside Work No.2 or Work No.3;

*Work No. 5—* landfall connection works comprising up to six cable circuits and ducts and onshore construction works within the Order limits seaward of MHWS and landward of MLWS;

**Commencement Information**

**I46** Sch. 1 Pt. 1 para. 1 in force at 22.1.2021, see [art. 1](#)

**In the county of Norfolk, districts of North Norfolk, Broadland and South Norfolk**

*Work No. 6—* onshore connection works consisting of up to six cable circuits, ducts and between Work No. 5 and Work No. 7 landward of MHWS and onshore construction works;

*Work No. 7—* onshore connection works consisting of—

- (a) up to six cable circuits and associated electrical circuit ducts between Work No. 6 [<sup>F20</sup>and] Work No. 8;
- (b) onshore construction works;
- (c) up to six transition joint bays; and
- (d) horizontal directional drilling launch pits;

*Work No. 8—* onshore connection works consisting of—

- (a) up to six cable circuits and associated electrical circuit ducts to Work No. 11;
- (b) onshore construction works;
- (c) up to 440 link boxes; and
- (d) up to 440 joint bays;

*Work No. 9—* onshore connection works consisting of the construction of an onshore HVAC booster station, together with onshore construction works; *Work No. 10—* onshore connection works consisting of an onshore HVDC/HVAC substation, including up to six cable circuits and electrical circuit ducts, and onshore construction works; *Work No. 11—* onshore connection works consisting of up to six cable circuits and electrical circuit ducts between Work No. 10 and Work No. 12 and

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

onshore construction works; *Work No. 12*— onshore connection works consisting of up to six cable circuits and electrical circuit ducts between Work No. 11 and the Norwich Main National Grid substation, including a connection above ground and electrical engineering works within or around the National Grid substation buildings and compound, and onshore construction works; *Work No. 13*— a construction compound to support the construction of Work Nos. 8, 9, 10, 11, 12, 14 and 15; *Work No. 14*— temporary vehicular access tracks to serve Work Nos. 7, 8, 9, 10, 11, 12, 13 and 15; and *Work No. 15*— temporary storage areas to assist with the onshore connection works.

#### Textual Amendments

**F20** Word in [Sch. 1 Pt. 1](#) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

#### Textual Amendments

**F20** Word in [Sch. 1 Pt. 1](#) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

In connection with such Work Nos. 1 to 5 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work Nos. 1 to 5 and the disposal of up to 3,563,133 cubic metres of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits; and
- (d) removal of static fishing equipment;

and in connection with such Work Nos. 6 to 15 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (a) ramps, means of access and footpaths;
- (b) bunds, embankments, swales, landscaping, fencing and boundary treatments;
- (c) habitat creation;
- (d) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable marker, tiles and tape, and lighting and other works associated with cable laying;
- (e) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems and culverting;
- (f) works to alter the position of apparatus, including mains, sewers, drains and cables;
- (g) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

- (h) landscaping and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised project;
- (i) works for the benefit or protection of land affected by the authorised project;
- (j) working sites in connection with the construction of the authorised project, construction lay down areas and compounds, storage compounds and their restoration.

2. The grid coordinates for that part of the authorised project which is seaward of MHWS are specified below—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 57' 23.299" N	1° 5' 48.611" E	64	53° 45' 27.296" N	2° 34' 19.781" E
2	52° 58' 22.516" N	1° 4' 22.810" E	65	53° 45' 17.155" N	2° 33' 57.193" E
3	52° 59' 43.107" N	1° 3' 16.300" E	66	53° 44' 25.151" N	2° 28' 22.483" E
4	53° 0' 12.806" N	1° 3' 4.176" E	67	53° 43' 43.437" N	2° 23' 42.266" E
5	53° 0' 41.322" N	1° 3' 5.626" E	68	53° 43' 38.549" N	2° 23' 1.918" E
6	53° 2' 15.365" N	1° 3' 25.796" E	69	53° 40' 30.736" N	2° 17' 49.303" E
7	53° 4' 22.383" N	1° 5' 4.618" E	70	53° 37' 10.969" N	2° 7' 19.167" E
8	53° 4' 48.739" N	1° 5' 38.118" E	71	53° 37' 2.480" N	2° 6' 39.277" E
9	53° 5' 0.912" N	1° 6' 53.813" E	72	53° 36' 20.389" N	2° 5' 9.581" E
10	53° 4' 56.963" N	1° 8' 49.809" E	73	53° 35' 18.067" N	2° 5' 0.546" E
11	53° 4' 47.089" N	1° 10' 20.278" E	74	53° 34' 58.529" N	2° 4' 49.759" E
12	53° 4' 50.116" N	1° 12' 8.936" E	75	53° 34' 37.908" N	2° 4' 16.626" E
13	53° 5' 1.606" N	1° 14' 7.325" E	76	53° 32' 54.718" N	2° 4' 40.220" E
14	53° 5' 2.192" N	1° 14' 30.074" E	77	53° 32' 31.275" N	2° 4' 37.727" E
15	53° 4' 58.764" N	1° 14' 55.483" E	78	53° 31' 59.257" N	2° 4' 11.934" E
16	53° 4' 32.854" N	1° 16' 47.381" E	79	53° 31' 13.675" N	2° 3' 20.449" E
17	53° 4' 32.226" N	1° 19' 19.524" E	80	53° 30' 18.703" N	2° 2' 26.715" E
18	53° 4' 54.358" N	1° 22' 30.281" E	81	53° 30' 0.496" N	2° 1' 55.943" E
19	53° 5' 6.119" N	1° 25' 0.302" E	82	53° 29' 53.014" N	2° 1' 22.871" E
20	53° 5' 7.887" N	1° 26' 23.233" E	83	53° 29' 52.335" N	2° 0' 47.588" E
21	53° 5' 4.100" N	1° 27' 30.916" E	84	53° 28' 18.157" N	1° 53' 52.525" E
22	53° 5' 52.998" N	1° 28' 30.016" E	85	53° 27' 38.035" N	1° 51' 19.593" E
23	53° 14' 11.509" N	1° 41' 28.704" E	86	53° 27' 25.643" N	1° 50' 32.418" E
24	53° 14' 27.431" N	1° 42' 14.962" E	87	53° 27' 18.150" N	1° 50' 31.601" E
25	53° 15' 49.705" N	1° 44' 10.074" E	88	53° 26' 16.707" N	1° 50' 4.603" E
26	53° 16' 25.597" N	1° 44' 37.874" E	89	53° 25' 53.921" N	1° 50' 10.016" E
27	53° 19' 1.814" N	1° 45' 50.556" E	90	53° 25' 34.502" N	1° 50' 4.308" E
28	53° 22' 33.955" N	1° 46' 57.914" E	91	53° 24' 21.903" N	1° 49' 42.825" E

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

29	53° 22' 55.872" N	1° 46' 55.918" E	92	53° 24' 2.505" N	1° 49' 42.663" E
30	53° 23' 22.176" N	1° 47' 7.319" E	93	53° 23' 34.480" N	1° 49' 32.287" E
31	53° 23' 41.762" N	1° 47' 5.727" E	94	53° 23' 14.095" N	1° 49' 34.013" E
32	53° 24' 11.270" N	1° 47' 16.705" E	95	53° 22' 47.157" N	1° 49' 22.581" E
33	53° 24' 33.225" N	1° 47' 17.703" E	96	53° 22' 23.714" N	1° 49' 23.370" E
34	53° 25' 56.028" N	1° 47' 42.459" E	97	53° 18' 42.217" N	1° 48' 12.788" E
35	53° 26' 20.933" N	1° 47' 36.143" E	98	53° 15' 55.220" N	1° 46' 54.772" E
36	53° 26' 43.765" N	1° 47' 45.420" E	99	53° 15' 3.154" N	1° 46' 14.109" E
37	53° 27' 30.131" N	1° 48' 5.945" E	100	53° 13' 23.395" N	1° 43' 55.484" E
38	53° 27' 46.677" N	1° 48' 5.619" E	101	53° 13' 5.062" N	1° 43' 4.402" E
39	53° 28' 17.076" N	1° 48' 21.428" E	102	53° 4' 59.121" N	1° 30' 24.338" E
40	53° 28' 37.302" N	1° 49' 1.846" E	103	53° 4' 20.493" N	1° 29' 37.106" E
41	53° 29' 38.707" N	1° 52' 55.786" E	104	53° 4' 9.988" N	1° 29' 29.310" E
42	53° 31' 13.071" N	1° 59' 48.933" E	105	53° 3' 47.663" N	1° 28' 59.880" E
43	53° 31' 19.720" N	2° 0' 36.709" E	106	53° 3' 36.602" N	1° 28' 9.237" E
44	53° 32' 1.260" N	2° 1' 17.462" E	107	53° 3' 36.599" N	1° 27' 27.833" E
45	53° 32' 51.864" N	2° 2' 12.822" E	108	53° 3' 40.623" N	1° 26' 14.722" E
46	53° 34' 50.465" N	2° 1' 45.585" E	109	53° 3' 39.011" N	1° 25' 12.221" E
47	53° 35' 23.664" N	2° 1' 56.535" E	110	53° 3' 28.120" N	1° 22' 53.680" E
48	53° 35' 46.884" N	2° 2' 37.417" E	111	53° 3' 4.980" N	1° 19' 32.112" E
49	53° 36' 32.251" N	2° 2' 43.845" E	112	53° 3' 6.278" N	1° 16' 22.646" E
50	53° 37' 0.888" N	2° 2' 53.784" E	113	53° 3' 34.066" N	1° 14' 17.070" E
51	53° 37' 20.916" N	2° 3' 21.412" E	114	53° 3' 23.126" N	1° 12' 23.483" E
52	53° 38' 20.262" N	2° 5' 30.569" E	115	53° 3' 19.662" N	1° 10' 8.762" E
53	53° 38' 31.038" N	2° 6' 19.862" E	116	53° 3' 30.020" N	1° 8' 33.828" E
54	53° 41' 39.572" N	2° 16' 17.662" E	117	53° 3' 32.792" N	1° 7' 6.899" E
55	53° 44' 4.728" N	2° 20' 18.541" E	118	53° 1' 51.145" N	1° 5' 45.682" E
56	53° 51' 54.307" N	2° 19' 24.004" E	119	53° 0' 17.303" N	1° 5' 29.793" E
57	53° 52' 12.798" N	2° 19' 38.938" E	120	52° 59' 10.951" N	1° 6' 24.006" E
58	53° 59' 22.420" N	2° 11' 50.694" E	121	52° 58' 23.000" N	1° 7' 34.209" E
59	53° 59' 19.280" N	2° 13' 34.691" E	122	52° 57' 44.291" N	1° 7' 45.470" E
60	53° 58' 42.514" N	2° 32' 43.904" E	123	52° 57' 19.850" N	1° 7' 56.688" E
61	54° 0' 4.028" N	2° 40' 52.651" E	124	52° 56' 59.623" N	1° 8' 4.381" E
62	53° 48' 57.136" N	2° 44' 53.902" E	125	52° 57' 2.633" N	1° 7' 44.016" E
63	53° 41' 22.175" N	2° 47' 35.927" E	126	52° 57' 4.058" N	1° 7' 42.464" E

**Commencement Information**

**I47** Sch. 1 Pt. 1 para. 2 in force at 22.1.2021, see [art. 1](#)

## PART 2

### ANCILLARY WORKS

1. Works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development;
- (b) marking buoys, beacons, fenders and other navigational warning or ship impact protection works; and
- (c) temporary works for the benefit or protection of land or structures affected by the authorised development.

**Commencement Information**

**I48** Sch. 1 Pt. 2 para. 1 in force at 22.1.2021, see [art. 1](#)

## PART 3

### REQUIREMENTS

#### Time limits

1. The authorised project must commence no later than the expiration of seven years beginning with the date this Order comes into force.

**Commencement Information**

**I49** Sch. 1 Pt. 3 para. 1 in force at 22.1.2021, see [art. 1](#)

#### Detailed offshore design parameters

2.—(1) The total number of wind turbine generators comprised in the authorised project must not exceed 231 and a total rotor swept area of 8.8 square kilometres.

(2) Subject to sub-paragraph (3), each wind turbine generator forming part of the authorised project must not—

- (a) exceed a height of 325 metres when measured from LAT to the tip of the vertical blade;
- (b) exceed a rotor diameter of 265 metres;
- (c) be less than 41.8 metres from LAT to the lowest point of the rotating blade; and
- (d) be less than one kilometre from the nearest wind turbine generator in all directions.

(3) The reference in sub-paragraph (2)(d) to the location of a wind turbine generator is a reference to the centre point of that wind turbine generator.

(4) Wind turbine generator foundation structures forming part of the authorised scheme must be one of the following foundation options: monopile foundation, mono suction bucket foundation, jacket foundation or gravity base foundation.

(5) No wind turbine generator—

- (a) jacket foundations employing pin piles forming part of the authorised project shall have a pin pile diameter of greater than four metres; and
- (b) monopile foundation forming part of the authorised project shall have a diameter greater than 15 metres.

(6) The total seabed footprint area for wind turbine generator foundations must not exceed—

- (a) 435,660 square metres excluding scour protection; and
- (b) 1,623,182 square metres including scour protection.

**Commencement Information**

**150** Sch. 1 Pt. 3 para. 2 in force at 22.1.2021, see [art. 1](#)

**3.—(1)** The total number of offshore electrical installations and offshore accommodation platforms shall not exceed 21, and shall consist of no more than—

- (a) 12 offshore type 1 substations;
- (b) four offshore type 2 substations;
- (c) four offshore HVAC booster stations;
- (d) six offshore subsea HVAC booster stations; and
- (e) three offshore accommodation platforms.

(2) The dimensions of any offshore type 1 substation forming part of the authorised project must not exceed—

- (a) 90 metres in height when measured from LAT;
- (b) 100 metres in length; and
- (c) 100 metres in width.

(3) The dimensions of any offshore type 2 substation forming part of the authorised project must not exceed—

- (a) 110 metres in height when measured from LAT;
- (b) 180 metres in length; and
- (c) 90 metres in width.

(4) The dimensions of any offshore HVAC booster station forming part of the authorised project must not exceed—

- (a) 90 metres in height when measured from LAT;
- (b) 100 metres in length; and
- (c) 100 metres in width.

(5) The dimensions of any offshore subsea HVAC booster station forming part of the authorised project must not exceed—

- (a) 15 metres in height when measured from the seabed;
- (b) 50 metres in length; and
- (c) 50 metres in width.



(6) The dimensions of any offshore accommodation platform forming part of the authorised project must not exceed—

- (a) 64 metres in height when measured from LAT;
- (b) 60 metres in length; and
- (c) 60 metres in width.

(7) Any bridge located between any offshore substation or accommodation platform shall be no longer than 100 metres.

(8) Offshore accommodation platform foundation structures forming part of the authorised project must be one of the following foundation options: monopile foundations, mono suction bucket foundations, jacket foundations, or gravity base foundations.

(9) Offshore installation foundation structures forming part of the authorised scheme must be one of the following foundation options—

- (a) for offshore type 1 substations, offshore HVAC booster stations and offshore subsea HVAC booster stations either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, jacket foundations or box-type gravity base foundations; and
- (b) for offshore type 2 substations, either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, jacket foundations, box-type gravity base foundations, pontoon gravity base 1 foundations, or pontoon gravity base 2 foundations.

(10) No offshore installation or offshore accommodation platform—

- (a) jacket foundation employing pin piles forming part of the authorised project shall have a pin pile diameter of greater than 4 metres; and
- (b) monopile foundation forming part of the authorised project shall have a diameter greater than 15 metres.

(11) The total seabed footprint area for offshore accommodation platform foundations must not exceed—

- (a) 8,836 square metres excluding scour protection; and
- (b) 28,628 square metres including scour protection.

(12) The total seabed footprint area for offshore electrical installation foundations must not exceed—

- (a) 138,900 square metres excluding scour protection; and
- (b) 267,900 square metres including scour protection.

**Commencement Information**

**I51** Sch. 1 Pt. 3 para. 3 in force at 22.1.2021, see [art. 1](#)

4. The total volume of scour protection for wind turbine generators, offshore accommodation platforms and offshore electrical installations shall not exceed 2,709,673 cubic metres.

**Commencement Information**

**I52** Sch. 1 Pt. 3 para. 4 in force at 22.1.2021, see [art. 1](#)

5.—(1) The number of cable circuits shall not exceed six.

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

- (2) The total length of the cables comprising Work No. 1(c) shall not exceed 830 kilometres.
- (3) The total length of the cables comprising Work Nos. 2(c), 2(d) and 3(d) shall not exceed 1,371 kilometres.
- (4) The total volume of cable protection (excluding cable crossings) shall not exceed 2,201,000 cubic metres with a maximum footprint of 1,540,700 square metres.
- (5) The total volume of cable protection associated with cable crossings shall not exceed 784,875 cubic metres with a maximum footprint of 747,500 square metres.
- (6) The total number of the cable crossings must not exceed 44 unless otherwise agreed with the MMO.

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**Commencement Information**

**I53** Sch. 1 Pt. 3 para. 5 in force at 22.1.2021, see [art. 1](#)

**Phases of authorised development**

- 6.**—(1) The authorised development may not be commenced until a written scheme setting out the phases of construction of the authorised project has been submitted to and approved by the relevant planning authority, in relation to the connection works, or the MMO, in relation to works seaward of MHWS.
- (2) The phases of construction referred to in sub-paragraph (1) shall not exceed two, save that each phase may be undertaken in any number of stages as prescribed in the written scheme.
  - (3) The scheme must be implemented as approved.

.....

**Commencement Information**

**I54** Sch. 1 Pt. 3 para. 6 in force at 22.1.2021, see [art. 1](#)

**Detailed design approval onshore**

- 7.**—(1) Construction of the connection works in either Work No.9 or Work No. 10 shall not commence until details of—
- (a) the layout;
  - (b) scale;
  - (c) proposed finished ground levels;
  - (d) external appearance and materials;
  - (e) hard surfacing materials;
  - (f) vehicular and pedestrian access, parking and circulation areas;
  - (g) minor structures, such as furniture, refuse or other storage units, signs and lighting; and
  - (h) proposed and existing functional services above and below, ground, including drainage, power and communications cables and pipelines, manholes and supports [<sup>F21</sup>.]

relating to that work of the authorised project have been submitted to and approved in writing by the relevant planning authority.

- (2) The details submitted under sub-paragraph (1) must be in accordance with the limits of deviation set out in the onshore limits of deviation plan and substantially in accordance with the design objectives and principles.

(3) The connection works in Works No.9 and 10 must be carried out in accordance with the approved details.

(4) The connection works in either Work No.9 or Work No. 10 shall not commence until explanation of the choice of HVDC or HVAC for that phase has been provided in writing to the relevant planning authority, either before, or at the same time as, the details referred to in [<sup>F22</sup>sub-paragraph] (1).

#### Textual Amendments

- F21** Comma in Sch. 1 Pt. 3 substituted for semi-colon (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)
- F22** Word in Sch. 1 Pt. 3 substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

#### Commencement Information

- I55** Sch. 1 Pt. 3 para. 7 in force at 22.1.2021, see [art. 1](#)

### Provision of landscaping

**8.**—(1) No phase of the connection works may commence until for that phase a written landscape plan and associated work programme (which accords with the outline landscape plan and outline ecological management plan) has been submitted to and approved by the relevant planning authority in consultation with the relevant SNCBs and the Historic Buildings and Monuments Commission for England.

(2) The term “commence” as used in requirement 8(1) shall include any onshore site preparation works.

(3) The landscape plan must include details of—

- (a) surveys, assessments and method statements as guided by BS 5837 and the Hedgerows Regulations 1997; <sup>F23</sup> ...
- (b) location, number, species, size and planting density of any proposed planting;
- (c) cultivation, importing of materials and other operations to ensure plant establishment;
- (d) existing trees and hedges to be retained with measures for their protection during the construction period; and
- (e) implementation timetables for all landscaping works.

(4) The landscape plan must be carried out as approved.

#### Textual Amendments

- F23** Word in Sch. 1 Pt. 3 omitted (21.5.2021) by virtue of [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

#### Commencement Information

- I56** Sch. 1 Pt. 3 para. 8 in force at 22.1.2021, see [art. 1](#)

**Implementation and maintenance of landscaping**

9.—(1) All landscape works must be carried out in accordance with the landscape plans approved under requirement 8 (provision of landscaping), and in accordance with the relevant recommendations of appropriate British Standards.

(2) Any tree or shrub planted as part of an approved landscape plan that, within a period of ten years after planting, is removed by the undertaker, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless otherwise approved in writing by the relevant planning authority.

**Commencement Information**

**I57** Sch. 1 Pt. 3 para. 9 in force at 22.1.2021, see [art. 1](#)

**Ecological management plan**

10.—(1) No phase of the connection works may commence until for that phase a written ecological management plan (which accords with the outline ecological management plan and the relevant recommendations of appropriate British Standards) reflecting the survey results and ecological mitigation and enhancement measures included in the environmental statement has been submitted to and approved by the relevant planning authority in consultation with the relevant SNCBs and (where works have potential to impact wetland habitats) the Environment Agency.

(2) The onshore site preparation works may not commence until a written ecological management plan (which accords with the outline ecological management plan) for those works reflecting the survey results and ecological mitigation and enhancement measures included in the environmental statement has been submitted to and approved by the relevant planning authority in consultation with the relevant SNCBs; and

(3) The ecological management plan must include an implementation timetable and must be carried out as approved.

**Commencement Information**

**I58** Sch. 1 Pt. 3 para. 10 in force at 22.1.2021, see [art. 1](#)

**Highway accesses**

11.—(1) Construction of any new permanent or temporary means of access to a highway, or alteration, or use of an existing means of access to a highway, shall not commence until an access plan for that access has been submitted to and approved by Norfolk County Council as the local highway authority.

(2) The access plan must include details of the siting, design, layout, visibility splays, access management measures and a maintenance programme relevant to the access it relates to.

(3) The highway authority must be consulted on the access plan before it is submitted for approval.

(4) The highway accesses (including visibility splays) must be constructed and maintained in accordance with the approved details.

**Commencement Information**

**I59** Sch. 1 Pt. 3 para. 11 in force at 22.1.2021, see [art. 1](#)

**Fencing and other means of enclosure**

**12.**—(1) No phase of the connection works may commence until for that phase written details of all proposed permanent fences, walls or other means of enclosure of the connection works have been submitted to and approved by the relevant planning authority.

(2) Any temporary fences, walls or other means of enclosure must be provided in accordance with the outline code of construction practice.

(3) All construction sites must remain securely fenced in accordance with the code of construction practice at all times during construction of the relevant phase of the connection works.

(4) Any temporary fencing must be removed on completion of the relevant phase of the connection works.

(5) Any approved permanent fencing in relation to an onshore HVDC/HVAC substation or onshore HVAC booster station must be completed before that onshore HVDC/HVAC substation or onshore HVAC booster station is brought into use and maintained for the operational lifetime of the onshore HVDC/HVAC substation or onshore HVAC booster station.

**Commencement Information**

**I60** Sch. 1 Pt. 3 para. 12 in force at 22.1.2021, see [art. 1](#)

**Surface and foul water drainage**

**13.**—(1) No phase of the connection works shall commence until for that phase written details of the surface and (if any) foul water drainage system (including means of pollution control) have, after consultation with the relevant sewerage and drainage authorities and the Environment Agency, been submitted to and approved by the lead local flood authority.

(2) The surface and foul water drainage system for each phase must be constructed and maintained in accordance with the approved details.

**Commencement Information**

**I61** Sch. 1 Pt. 3 para. 13 in force at 22.1.2021, see [art. 1](#)

**Contaminated land and groundwater scheme**

**14.**—(1) No phase of the authorised development within the area of a relevant planning authority may be commenced until a scheme to deal with the contamination of any land (including groundwater) within the Order limits that is likely to cause significant harm to persons or pollution of controlled waters or the environment has been submitted to, and approved by, the relevant planning authority in consultation with the Environment Agency and, to the extent that the plan relates to the intertidal area, the MMO.

(2) The scheme must include an investigation and assessment report, prepared by a specialist consultant approved by the relevant planning authority, to identify the extent of any contamination and the remedial measures to be taken for that stage to render the land fit for its intended

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

purpose, together with a management plan which sets out long-term measures with respect to any contaminants remaining on the site.

(3) Such remediation as may be identified in the approved scheme must be carried out in accordance with the approved scheme.

**Commencement Information**

**I62** Sch. 1 Pt. 3 para. 14 in force at 22.1.2021, see [art. 1](#)

**Surface water**

**15.**—(1) No part of the onshore HVDC/HVAC substation or onshore HVAC booster station shall commence until, in respect of that installation, a detailed surface water scheme has been prepared in consultation with the Environment Agency and Norfolk County Council and submitted to and approved in writing by Norfolk County Council.

(2) The detailed surface water schemes must accord with the outline code of construction practice and—

- (a) be based on sustainable drainage principles;
- (b) an assessment of the hydrological and hydrogeological context of the onshore HVDC/HVAC substation or onshore HVAC booster station, as applicable; and
- (c) include detailed designs of a surface water drainage scheme.

(3) Construction of the onshore HVDC/HVAC substation or HVAC booster station as applicable must be carried out in accordance with the approved scheme.

**Commencement Information**

**I63** Sch. 1 Pt. 3 para. 15 in force at 22.1.2021, see [art. 1](#)

**Onshore Archaeology**

**16.**—(1) No phase of the connection works may commence until for that phase a written scheme of archaeological investigation (which must accord with the outline onshore written scheme of investigation) for Work Nos. 6 to 15 has been submitted to and approved by the relevant planning authority in consultation with Norfolk County Council and the Historic Buildings and Monuments Commission for England.

(2) The term “commence” as used in requirement 16(1) shall include any onshore site preparation works.

(3) Any archaeological investigations must be carried out in accordance with the approved scheme.

(4) The archaeological site investigations and post investigation assessment must be completed for that phase in accordance with the programme set out in the written scheme of archaeological investigation and provision made for analysis, publication and dissemination of results and archive deposition secured for that phase.

**Commencement Information**

**I64** Sch. 1 Pt. 3 para. 16 in force at 22.1.2021, see [art. 1](#)

### Code of construction practice

17.—(1) No phase of any works landward of MLWS may commence until for that phase a code of construction practice (which must accord with the outline code of construction practice) has been submitted to and approved by the relevant planning authority, in consultation with the Environment Agency, the relevant SNCBs, the relevant highway authority and, if applicable, the MMO.

(2) The term “commence” as used in requirement 17(1) shall include any onshore site preparation works.

(3) All construction works for each phase must be undertaken in accordance with the relevant approved code of construction practice.

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#### Commencement Information

**I65** Sch. 1 Pt. 3 para. 17 in force at 22.1.2021, see [art. 1](#)

### Construction traffic management plan

18.—(1) No phase of the connection works may commence until written details of a construction traffic management plan (which accords with the outline construction traffic management plan) for that phase has been submitted to and approved by the relevant planning authority in consultation with the relevant highway authority. The construction traffic management plan shall include, in respect of Link 89, as referred to in the Environmental Statement, a Cawston Highway Intervention Scheme agreed between the undertaker and the relevant highway authority.

(2) The term “commence” as used in requirement 18(1) shall include any onshore site preparation works.

(3) The construction traffic management plan for each phase must be implemented as approved for that phase.

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#### Commencement Information

**I66** Sch. 1 Pt. 3 para. 18 in force at 22.1.2021, see [art. 1](#)

### European protected species onshore

19.—(1) No phase of the connection works may commence until final pre-construction survey work has been carried out to establish whether a European protected species is present on any of the land affected, or likely to be affected, by that phase of the connection works or in any of the trees to be lopped or felled as part of that phase of the connection works.

(2) Where a European protected species is shown to be present, the relevant part of the connection works must not begin until, after consultation with the relevant SNCBs and the relevant planning authority, a scheme of protection and mitigation measures has been submitted to and approved by the relevant planning authority or a European protected species licence granted by Natural England.

(3) The connection works must be carried out in accordance with the approved scheme.

(4) In this Requirement, “European protected species” has the same meaning as in regulations 42 and 46 of the Conservation of Habitats and Species Regulations 2017 <sup>M42</sup>.

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#### Commencement Information

**I67** Sch. 1 Pt. 3 para. 19 in force at 22.1.2021, see [art. 1](#)

**Marginal Citations**

M42 S.I. 2017/1012.

**Restoration of land used temporarily for construction**

**20.** Any land landward of MLWS within the Order limits which is used temporarily for construction of the connection works and not ultimately incorporated in permanent works or approved landscaping, must be reinstated in accordance with such details as the relevant planning authority in consultation with, where appropriate, the MMO, and the relevant highway authority, may approve, as soon as reasonably practicable and in any event within twelve months of completion of the relevant phase of the connection works.

**Commencement Information**I68 Sch. 1 Pt. 3 para. 20 in force at 22.1.2021, see [art. 1](#)**Control of noise during operational phase**

**21.**—(1) Prior to commencement of any phase of works landward of MHWS, a noise management plan (NMP) for Work Nos. 9 and 10 shall be submitted to and approved by the relevant planning authority.

- (2) The NMP must set out the particulars of—
- (a) the noise attenuation and mitigation measures to be taken to minimise noise resulting from Work Nos. 9 and 10, including any noise limits; and
  - (b) a scheme for monitoring attenuation and mitigation measures provided under subparagraph (a) which must include—
    - (i) the circumstances under which noise will be monitored;
    - (ii) the locations at which noise will be monitored;
    - (iii) the method of noise measurement (which must be in accord with BS 4142:2014+A1:2019, an equivalent successor standard or other agreed noise measurement methodology appropriate to the circumstances); and
    - (iv) a complaints procedure.
- (3) The NMP must be implemented as approved.

**Commencement Information**I69 Sch. 1 Pt. 3 para. 21 in force at 22.1.2021, see [art. 1](#)**Local skills and employment**

**22.**—(1) No phase of the connection works may commence until for that phase a skills and employment plan (which accords with the outline skills and employment plan) in relation to the authorised development—

- (a) within the boundaries of Norfolk County Council has been submitted to and approved by Norfolk County Council; and
- (b) within the boundaries of North East Lincolnshire Council has been submitted to and approved by North East Lincolnshire Council.



(2) The skills and employment plan described under requirement 22(1)(a) shall be prepared in consultation with Norfolk County Council, North Norfolk District Council, Broadland District Council, South Norfolk Council and the New Anglia Local Enterprise Partnership, or such other body as may be approved by Norfolk County Council.

(3) The skills and employment plan described under requirement 22(1)(b) shall be prepared in consultation with Humber Local Enterprise Partnership, or such other body as may be approved by North East Lincolnshire Council.

(4) Each skills and employment plan shall identify opportunities for individuals and businesses based in the regions of East Anglia or the Humber to access employment opportunities associated with the construction, operation and maintenance of the authorised development.

(5) The skills and employment plans shall be implemented as approved.

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**Commencement Information**

**I70** Sch. 1 Pt. 3 para. 22 in force at 22.1.2021, see [art. 1](#)

**Onshore decommissioning**

**23.**—(1) Within three months of the cessation of commercial operation of the connection works an onshore decommissioning plan must be submitted to the relevant planning authority for approval unless otherwise agreed in writing by the relevant planning authority.

(2) The relevant planning authority must provide its decision on the onshore decommissioning plan required under requirement 23(1) within three months of submission of such plan unless otherwise agreed in writing by the relevant planning authority and the undertaker.

(3) The decommissioning plan must be implemented as approved unless otherwise agreed in writing by the relevant planning authority.

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**Commencement Information**

**I71** Sch. 1 Pt. 3 para. 23 in force at 22.1.2021, see [art. 1](#)

**Notification of generation of power**

**24.** The undertaker shall notify the relevant planning authority and the MMO upon first generation of power from each phase of the authorised project not less than seven days after the occurrence of this event.

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**Commencement Information**

**I72** Sch. 1 Pt. 3 para. 24 in force at 22.1.2021, see [art. 1](#)

**Requirement for written approval**

**25.** Where the approval, agreement or confirmation of the Secretary of State, relevant planning authority or another person is required under a requirement, that approval, agreement or confirmation must be given in writing.

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

**Commencement Information**

**I73** Sch. 1 Pt. 3 para. 25 in force at 22.1.2021, see [art. 1](#)

**Amendments to approved details**

**26.**—(1) With respect to any requirement which requires the authorised project to be carried out in accordance with the details approved by the relevant planning authority or another person, the approved details must be carried out as approved unless an amendment or variation is previously agreed in writing by the relevant planning authority or that other person in accordance with subparagraph (2).

(2) Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the relevant planning authority or that other person that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(3) The approved details must be taken to include any amendments that may subsequently be approved in writing by the relevant planning authority or that other person.

**Commencement Information**

**I74** Sch. 1 Pt. 3 para. 26 in force at 22.1.2021, see [art. 1](#)

SCHEDULE 2

Article 8

STREETS SUBJECT TO STREET WORKS

**Commencement Information**

**I75** Sch. 2 in force at 22.1.2021, see [art. 1](#)

**(1) Area**

North Norfolk District

North Norfolk District

North Norfolk District

North Norfolk District

North Norfolk District

North Norfolk District

**(2) Street subject to street works**

Private access tracks associated with Muckleberry Collection to the north of The Street

Private access track to the north of the A149 and east of Meadow Lane

Private access track running parallel to the west end of the A149

A149

Private access track to the west of Croft Hill

Private access track to the west of Croft Hill and north of Spion Kop

North Norfolk District	Private access tracks to the north of Broomhill Plantation and west of Spion Kop
North Norfolk District	Private access track to the east of Broomhill Plantation and west of Spion Kop
North Norfolk District	Private access track running parallel to part of Holgate Hill
North Norfolk District	Holgate Hill
North Norfolk District	Private access track running south east from Holgate Hill
North Norfolk District	Private access track to the east of the North Norfolk Railway
North Norfolk District	Private access track to the north of Warren Farm
North Norfolk District	Private access track to the east of Warren Farm
North Norfolk District	Bridge Road
North Norfolk District	Local street
North Norfolk District	Warren Road
North Norfolk District	Private access track to the north of Cromer Road
North Norfolk District	Cromer Road (A148)
North Norfolk District	Kelling Road
North Norfolk District	Church Road
North Norfolk District	Private access track to the south of Church Road
North Norfolk District	Private access track running to the east of Becketts Farm towards Hall Lane
North Norfolk District	Hempstead Road
North Norfolk District	School Lane
North Norfolk District	Hole Farm Road
North Norfolk District	Plumbstead Road
North Norfolk District	Sweetbriar Lane
North Norfolk District	Private access track to the south west of Barningham Green Plantation
North Norfolk District	Private access track to the south west of Barningham Green Plantation
North Norfolk District	Holt Road
North Norfolk District	Holt Road (B1149)
North Norfolk District	Private access track running north east from Holt Road B1149
North Norfolk District	Briston Road (B1354)
North Norfolk District	Croft Lane

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

North Norfolk District	Town Close Lane
North Norfolk District	Wood Dalling Road
Broadland District	Blackwater Lane
Broadland District	Heydon Lane
Broadland District	Heydon Road
Broadland District	Reepham Road
Broadland District	Merrison's Lane
Broadland District	Wood Dalling Road
Broadland District	Cawston Road (B1145)
Broadland District	Private access track running south east from Cawston Road
Broadland District	Private access track to the north of Moor Farm
Broadland District	Private access tracks to the north of Moor Farm
Broadland District	Private access track to the east of Moor Farm
Broadland District	Private access track to the north of Church Road
Broadland District	The Grove
Broadland District	Reepham Road
Broadland District	Church Road
Broadland District	Church Farm Lane
Broadland District	Hall Road
Broadland District	Private access track to the south of Hall Road
Broadland District	Ropham Road
Broadland District	Station Road
Broadland District	Private access track to the west of Station Road
Broadland District	Private access track running south west from Station Road
Broadland District	Private access track to the west of Station Road
Broadland District	The Street
Broadland District	Fakenham Road (A1067)
Broadland District	Marl Hill Road
Broadland District	Ringland Lane to Church Street
Broadland District	Ringland Lane
Broadland District	Private access track running south west from Ringland Lane
Broadland District	Blackbreck Lane
Broadland District	Weston Road

Broadland District	Hornington Lane
Broadland District	Private access track known as Sandy Lane, running to the north of Weston Road
South Norfolk	Private access track running south from Weston Road
South Norfolk	Private access track running east from the track mentioned above towards Ringland Road
South Norfolk	Church Lane
South Norfolk	A47
South Norfolk	Church Lane
South Norfolk	Private access track known as Broom Lane
South Norfolk	Easton Road
South Norfolk	Private access tracks to the north of Bawburgh Road
South Norfolk	Bawburgh Road
South Norfolk	Private access track running north to south to the west of Algarsthorpe
South Norfolk	Private access track running west from Bawburgh Road
South Norfolk	Private access track running west from Bawburgh Road
South Norfolk	Walton Road (B1108)
South Norfolk	Market Lane
South Norfolk	Private access track running north east in parallel to part of Market Lane
South Norfolk	Private access track running west of Market Lane
South Norfolk	Great Melton Road
South Norfolk	Private access track running south from Great Melton Road
South Norfolk	Little Melton Road
South Norfolk	Burnthouse Lane
South Norfolk	Private access track running north east from Burnthouse Lane
South Norfolk	Colney Lane
South Norfolk	Norwich Road
South Norfolk	Station Lane
South Norfolk	Private access track running east then north from Station Lane
South Norfolk	A11

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

South Norfolk	Cantley Lane
South Norfolk	Private access track running east from Cantley Lane
South Norfolk	Private access track running east from Cantley Lane
South Norfolk	Intwood Lane
South Norfolk	Swardeston Lane
South Norfolk	Main Road
South Norfolk	Mangreen Lane
South Norfolk	Private access track running south from Mangreen Lane
South Norfolk	Private access tracks south of Mangreen Cr
South Norfolk	Private access tracks running west from the A140
South Norfolk	Private access tracks south of Mangreen Cr
South Norfolk	Private access track running north west from Oulton Street

SCHEDULE 3

Article 10

STREETS TO BE TEMPORARILY STOPPED UP

<p><b>Commencement Information</b>  <b>I76</b> Sch. 3 in force at 22.1.2021, see <a href="#">art. 1</a></p>
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<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
North Norfolk District	Private access track associated with Muckleberry Collection	Between points 1a, 1i, 1j, 1k, 1m, 1n and 1p as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	Private access track associated with Muckleberry Collection	Between points 1c and 1d as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	Private access track associated with Muckleberry Collection	Between points 1e and 1f as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	Private access track associated with Muckleberry Collection	Between points 1h and 1g as shown shaded brown on sheet 1 of the streets plan

North Norfolk District	Private access track associated with Muckleberry Collection	Between points 2a and 2b as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	Private access track associated with Muckleberry Collection	Between points 3a and 3b as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	Private access track associated with Muckleberry Collection	Between points 4a and 4b as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	Private access track associated with Muckleberry Collection	Between points 5a and 5b as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	A149	Between points 6a and 6b and between 6c and 6d as shown shaded green on sheet 1 of the streets plan
North Norfolk District	Private access track	Between points 7a and 7b as shown shaded brown on sheet 2 of the streets plan
North Norfolk District	Private access track	Between points 8a and 8b as shown shaded brown on sheet 2 of the streets plan
North Norfolk District	Private access track	Between points 9a, 9b, 9c, 9d and 9e as shown shaded brown on sheet 2 of the streets plan
North Norfolk District	Private access track	Between points 10a and 10b as shown shaded brown on sheet 2 of the streets plan
North Norfolk District	Private access track	Between points 11a and 11b as shown shaded brown on sheets 2 and 3 of the streets plan
North Norfolk District	Holgate Hill	Between points 12a and 12b as shown shaded green on sheets 2 and 3 of the streets plan
North Norfolk District	Private access track	Between points 13a, 13b and 13c as shown shaded brown on sheet 3 of the streets plan
North Norfolk District	Private access track	Between points 14a and 14b as shown shaded brown on sheet 3 of the streets plan
North Norfolk District	Private access track	Between points 15a and 15b as shown shaded brown on sheet 3 of the streets plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

North Norfolk District	Private access track	Between points 16a and 16b as shown shaded brown on sheets 3 and 4 of the streets plan
North Norfolk District	Bridge Road	Between points 17a and 17b as shown shaded green on sheet 3 of the streets plan
North Norfolk District	Local street	Between points 17c and 17d as shown shaded green on sheets 3 and 4 of the streets plan
North Norfolk District	Warren Road	Between points 17d and 17e as shown shaded green on sheets 3 and 4 of the streets plan
North Norfolk District	Private access track	Between points 18a and 18b as shown shaded brown on sheet 4 of the streets plan
North Norfolk District	Cromer Road (A148)	Between points 19a and 19b as shown shaded green on sheet 4 of the streets plan
North Norfolk District	Kelling Road	Between points 20a and 20b as shown shaded green on sheet 4 of the streets plan
North Norfolk District	Church Road	Between points 21a and 21b as shown shaded green on sheet 5 of the streets plan
North Norfolk District	Private access track	Between points 22a and 22b as shown shaded brown on sheet 5 of the streets plan
North Norfolk District	Private access track	Between points 23a and 23b as shown shaded brown on sheet 6 of the streets plan
North Norfolk District	Hempstead Road	Between points 24a and 24b as shown shaded green on sheet 6 of the streets plan
North Norfolk District	School Lane	Between points 25a and 25b and between 25c and 25d as shown shaded green on sheet 7 of the streets plan
North Norfolk District	Hole Farm Road	Between points 26a and 26b as shown shaded green on sheet 7 of the streets plan
North Norfolk District	Plumbstead Road	Between points 27a and 27b as shown shaded green on sheet 8 of the streets plan



North Norfolk District	Sweetbriar Lane	Between points 28a and 28b as shown shaded green on sheet 9 of the streets plan
North Norfolk District	Private access track	Between points 29a and 29b as shown shaded brown on sheet 9 of the streets plan
North Norfolk District	Private access track	Between points 29c and 29d as shown shaded brown on sheet 9 of the streets plan
North Norfolk District	Private access track	Between points 31c and 31d as shown shaded brown on sheets 9 and 10 of the streets plan
North Norfolk District	Holt Road	Between points 30a and 30b as shown shaded green on sheet 10 of the streets plan
North Norfolk District	Holt Road (B1149)	Between points 31a and 31b as shown shaded green on sheet 10 of the streets plan
North Norfolk District	Briston Road (B1354)	Between points 32a and 32b as shown shaded green on sheet 10 of the streets plan
North Norfolk District	Croft Lane	Between points 33a and 33b as shown shaded green on sheet 11 of the streets plan
North Norfolk District	Town Close Lane	Between points 34a and 34b and between 34b and 34c as shown shaded green on sheet 11 of the streets plan
North Norfolk District	Wood Dalling Road	Between points 35a and 35b as shown shaded green on sheet 11 of the streets plan
Broadland District	Blackwater Lane	Between points 36a and 36b as shown shaded green on sheet 12 of the streets plan
Broadland District	Heydon Lane	Between points 37a and 37b as shown shaded green on sheet 13 of the streets plan
Broadland District	Heydon Road	Between points 38a and 38b as shown shaded green on sheet 13 of the streets plan
Broadland District	Reepham Road	Between points 39a and 39b as shown shaded green on sheet 14 of the streets plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

Broadland District	Reepham Road	Between points 40a and 40b as shown shaded green on sheet 14 of the streets plan
Broadland District	Merrison's Lane	Between points 41a, 41b, 41c and 41d as shown shaded green on sheet 15 of the streets plan
Broadland District	Wood Dalling Road	Between points 42a and 42b as shown shaded green on sheet 15 of the streets plan
Broadland District	Cawston Road (B1145)	Between points 43a and 43b as shown shaded green on sheet 15 of the streets plan
Broadland District	Cawston Road (B1145)	Between points 44a and 44b as shown shaded green on sheet 16 of the streets plan
Broadland District	Private access track	Between points 44c and 44d as shown shaded brown on sheet 16 of the streets plan
Broadland District	Private access track	Between points 45a and 45b as shown shaded brown on sheet 16 of the streets plan
Broadland District	Private access track	Between points 45c, 44d and 45e as shown shaded brown on sheet 16 of the streets plan
Broadland District	Private access track	Between points 46a and 46b as shown shaded brown on sheet 16 of the streets plan
Broadland District	Private access track	Between points 47a and 47b as shown shaded brown on sheets 16 and 17 of the streets plan
Broadland District	Church Road	Between points 48a and 48b as shown shaded green on sheet 17 of the streets plan
Broadland District	The Grove	Between points 49a and 49b as shown shaded green on sheet 17 of the streets plan
Broadland District	Reepham Road	Between points 50a and 50b as shown shaded green on sheet 18 of the streets plan
Broadland District	Church Road	Between points 51a and 51b as shown shaded green on sheet 19 of the streets plan
Broadland District	Church Farm Lane	Between points 52a and 51b and between 52c and 52d as shown

		shaded green on sheet 19 of the streets plan
Broadland District	Hall Road	Between points 53a and 53b as shown shaded green on sheet 19 of the streets plan
Broadland District	Hall Road	Between points 55a and 55b as shown shaded green on sheet 19 of the streets plan
Broadland District	Private access track	Between points 54a and 54b as shown shaded brown on sheet 20 of the streets plan
Broadland District	Ropham Road	Between points 56a and 56b as shown shaded green on sheet 20 of the streets plan
Broadland District	Station Road	Between points 57a and 57b as shown shaded green on sheet 20 of the streets plan
Broadland District	Private access track	Between points 58a and 58b as shown shaded brown on sheet 20 of the streets plan
Broadland District	Station Road	Between points 59a and 59b as shown shaded green on sheet 20 of the streets plan
Broadland District	Private access track	Between points 59c and 59d as shown shaded brown on sheet 20 of the streets plan
Broadland District	Private access track	Between points 60a and 60b as shown shaded brown on sheet 20 of the streets plan
Broadland District	The Street	Between points 61a and 61b as shown shaded green on sheet 21 of the streets plan
Broadland District	Fakenham Road (A1067)	Between points 62a and 62b as shown shaded green on sheet 21 of the streets plan
Broadland District	Marl Hill Road	Between points 63a and 63b as shown shaded green on sheet 21 of the streets plan
Broadland District	Ringland Lane	Between points 64a and 64b as shown shaded green on sheet 21 of the streets plan
Broadland District	Ringland Lane to Church Street	Between points 65a and 65b as shown shaded green on sheet 21 of the streets plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

Broadland District	Ringland Lane	Between points 66a and 66b as shown shaded green on sheet 22 of the streets plan
Broadland District	Private access track	Between points 67a and 67b as shown shaded brown on sheet 22 of the streets plan
Broadland District	Blackbreck Lane	Between points 68a and 68b as shown shaded green on sheet 23 of the streets plan
Broadland District	Weston Road	Between points 69a and 69b and between 69c and 69d as shown shaded green on sheet 23 of the streets plan
Broadland District	Hornington Lane	Between points 70a and 70b and between 70c and 70d as shown shaded green on sheet 23 of the streets plan
Broadland District	Private access track	Between points 71a and 71b as shown shaded brown on sheet 24 of the streets plan
South Norfolk	Weston Road	Between points 72a and 72b and between 72c and 72d as shown shaded green on sheet 24 of the streets plan
South Norfolk	Private access track	Between points 73a and 73b as shown shaded brown on sheet 24 of the streets plan
South Norfolk	Private access track	Between points 74a and 74b as shown shaded brown on sheet 24 of the streets plan
South Norfolk	Church Lane	Between points 75a and 75b as shown shaded green on sheet 25 of the streets plan
South Norfolk	A47	Between points 76a and 76b as shown shaded green on sheet 25 of the streets plan
South Norfolk	Church Lane	Between points 77a and 77b as shown shaded green on sheet 25 of the streets plan
South Norfolk	Private access track	Between points 78a and 78b as shown shaded brown on sheet 25 of the streets plan
South Norfolk	Easton Road	Between points 79a and 79b as shown shaded green on sheet 26 of the streets plan

South Norfolk	Private access track	Between points 80a, 8-b, 80c, 80d, and 80e as shown shaded brown on sheet 26 of the streets plan
South Norfolk	Bawburgh Road	Between points 81a and 81b as shown shaded green on sheet 26 of the streets plan
South Norfolk	Bawburgh Road	Between points 81c and 81d as shown shaded green on sheets 26 and 27 of the streets plan
South Norfolk	Private access track	Between points 82a and 82b as shown shaded brown on sheet 27 of the streets plan
South Norfolk	Private access track	Between points 83a and 83b as shown shaded brown on sheet 27 of the streets plan
South Norfolk	Private access track	Between points 84a and 84b as shown shaded brown on sheet 27 of the streets plan
South Norfolk	Bawburgh Road	Between points 85a and 85b as shown shaded green on sheet 27 of the streets plan
South Norfolk	Walton Road (B1108)	Between points 86a and 86b as shown shaded green on sheets 27 and 28 of the streets plan
South Norfolk	Market Lane	Between points 87a and 87b as shown shaded green on sheet 28 of the streets plan
South Norfolk	Market Lane	Between points 87c and 87d as shown shaded green on sheet 28 of the streets plan
South Norfolk	Private access track	Between points 88a and 88b as shown shaded brown on sheet 28 of the streets plan
South Norfolk	Private access track	Between points 89a and 89b as shown shaded brown on sheet 28 of the streets plan
South Norfolk	Great Melton Road	Between points 90a and 90b as shown shaded green on sheet 28 of the streets plan
South Norfolk	Great Melton Road	Between points 91a and 91b as shown shaded green on sheets 28 and 29 of the streets plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

South Norfolk	Private access track	Between points 91c and 91d as shown shaded brown on sheets 28 and 29 of the streets plan
South Norfolk	Little Melton Road	Between points 92a and 92b as shown shaded green on sheets 28 and 29 of the streets plan
South Norfolk	Burnthouse Lane	Between points 93a and 93b as shown shaded green on sheet 29 of the streets plan
South Norfolk	Burnthouse Lane	Between points 93c and 93d as shown shaded green on sheet 29 of the streets plan
South Norfolk	Burnthouse Lane	Between points 93e and 93f as shown shaded green on sheet 29 of the streets plan
South Norfolk	Private access track	Between points 94a and 94b as shown shaded brown on sheet 29 of the streets plan
South Norfolk	Colney Lane	Between points 95a and 95b as shown shaded green on sheet 29 of the streets plan
South Norfolk	Norwich Road	Between points 96a and 96b as shown shaded green on sheet 30 of the streets plan
South Norfolk	Norwich Road	Between points 96c and 96d as shown shaded green on sheet 30 of the streets plan
South Norfolk	Norwich Road	Between points 96e and 96f as shown shaded green on sheet 30 of the streets plan
South Norfolk	Station Lane	Between points 97a and 97b as shown shaded green on sheet 30 of the streets plan
South Norfolk	Station Lane	Between points 97c and 97d as shown shaded green on sheet 30 of the streets plan
South Norfolk	Private access track	Between points 98c and 98d as shown shaded brown on sheet 30 of the streets plan
South Norfolk	A11	Between points 99a and 99b as shown shaded green on sheet 30 of the streets plan
South Norfolk	Cantley Lane	Between points 100a and 100b as shown shaded green on sheet 31 of the streets plan

South Norfolk	Private access track	Between points 101a and 101b as shown shaded brown on sheet 31 of the streets plan
South Norfolk	Private access track	Between points 102a and 102b as shown shaded brown on sheet 31 of the streets plan
South Norfolk	Intwood Lane	Between points 103a and 103b as shown shaded green on sheet 32 of the streets plan
South Norfolk	Swardeston Lane	Between points 104a and 104b as shown shaded green on sheet 32 of the streets plan
South Norfolk	Main Road	Between points 105a and 105b as shown shaded green on sheet 33 of the streets plan
South Norfolk	Mulbarton Road	Between points 105c and 105d as shown shaded green on sheet 33 of the streets plan
South Norfolk	Mangreen Lane	Between points 106a and 106b as shown shaded green on sheets 33 and 34 of the streets plan
South Norfolk	Private access track	Between points 107a and 107b as shown shaded brown on sheets 33 and 34 of the streets plan
South Norfolk	Private access track	Between points 108a, 108b, 108c, 108d and 108e as shown shaded brown on sheet 34 of the streets plan
South Norfolk	Private access track	Between points 109a and 109b as shown shaded brown on sheet 34 of the streets plan
South Norfolk	Private access track	Between points 110a, 110b, 110c and 110d as shown shaded brown on sheet 34 of the streets plan
South Norfolk	Private access track	Between points 111a and 111b as shown shaded brown on sheet 35 of the streets plan

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## SCHEDULE 4

Article 11

## PUBLIC RIGHTS OF WAY TO BE TEMPORARILY STOPPED UP

**Commencement Information**I77 Sch. 4 in force at 22.1.2021, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Public right of way to be temporarily stopped up</i>	<i>(3)Extent of temporary stopping up</i>
North Norfolk District	Footpath Weybourne FP7	Between points 1a and 1b as shown hatched on sheet 1 of the public rights of way plan
North Norfolk District	Restricted Byway Kelling RB4	Between points 2a and 2b as shown hatched on sheet 1 of the public rights of way plan
North Norfolk District	Footpath Kelling FP6	Between points 3a and 3b as shown hatched on sheet 3 of the public rights of way plan
North Norfolk District	Footpath Kelling FP9	Between points 4a and 4b as shown hatched on sheets 3 and 4 of the public rights of way plan
North Norfolk District	Footpath Kelling FP6	Between points 5a and 5b as shown hatched on sheets 3 and 4 of the public rights of way plan
North Norfolk District	Footpath Baconsthorpe FP15	Between points 6a and 6b as shown hatched on sheet 6 of the public rights of way plan
North Norfolk District	Bridleway Hempsted BR15	Between points 7a and 7b as shown hatched on sheet 6 of the public rights of way plan
North Norfolk District	Footpath Hempsted FP10	Between points 8a and 8b as shown hatched on sheet 6 of the public rights of way plan
North Norfolk District	Bridleway Plumstead BR6	Between points 9a and 9b as shown hatched on sheet 8 of the public rights of way plan
North Norfolk District	Restricted Byway RB21	Between points 10a and 10b as shown hatched on sheet 10 of the public rights of way plan
North Norfolk District	Restricted Byway RB21	Between points 11a and 11b as shown hatched on sheet 10 of the public rights of way plan
North Norfolk District	Footpath Corpusty FP20	Between points 12a and 12b as shown hatched on sheet 10 of the public rights of way plan



North Norfolk District	Footpath Corpusty FP19	Between points 13a and 13b as shown hatched on sheet 10 of the public rights of way plan
North Norfolk District	Footpath Corpusty FP2	Between points 14a and 14b as shown hatched on sheet 11 of the public rights of way plan
North Norfolk District	Footpath Corpusty FP2	Between points 15a and 15b as shown hatched on sheet 11 of the public rights of way plan
Broadland District	Footpath Wood Dalling FP3	Between points 16a and 16b as shown hatched on sheet 12 of the public rights of way plan
Broadland District	Bridleway Salle BR4	Between points 17a and 17b as shown hatched on sheet 15 of the public rights of way plan
Broadland District	Footpath Salle FP8	Between points 18a and 18b as shown hatched on sheet 15 of the public rights of way plan
Broadland District	Footpath Salle FP13	Between points 19a and 19b as shown hatched on sheet 15 of the public rights of way plan
Broadland District	Footpath Reepham FP18	Between points 20a and 20b as shown hatched on sheet 16 of the public rights of way plan
Broadland District	Footpath Reepham FP34	Between points 21a and 21b as shown hatched on sheet 16 of the public rights of way plan
Broadland District	Footpath Reepham FP18	Between points 22a and 22b as shown hatched on sheet 16 of the public rights of way plan
Broadland District	Footpath Booton FP1	Between points 23a and 23b as shown hatched on sheet 16 of the public rights of way plan
Broadland District	Footpath Booton FP1	Between points 23c and 23d as shown hatched on sheet 16 of the public rights of way plan
Broadland District	Footpath Booton FP2	Between points 24a and 24b as shown hatched on sheet 17 of the public rights of way plan
Broadland District	Footpath Little Witchingham FP6	Between points 25a and 25b as shown hatched on sheet 18 of the public rights of way plan
Broadland District	Footpath Little Witchingham FP2	Between points 26a and 26b as shown hatched on sheet 19 of the public rights of way plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

South Norfolk	Footpath Little Melton FP2	Between points 27a and 27b as shown hatched on sheet 28 of the public rights of way plan
South Norfolk	Footpath Hethersett FP6	Between points 28a and 28b as shown hatched on sheet 30 of the public rights of way plan
South Norfolk	Bridleway Ketteringham BR2	Between points 29a and 29b as shown hatched on sheet 31 of the public rights of way plan
South Norfolk	Bridleway Ketteringham BR3	Between points 30a and 30b as shown hatched on sheets 31 and 32 of the public rights of way plan
South Norfolk	Footpath East Carleton FP1	Between points 31a and 31b as shown hatched on sheet 32 of the public rights of way plan
South Norfolk	Bridleway Swardeston BR9	Between points 32a and 32b as shown hatched on sheets 33 and 34 of the public rights of way plan
South Norfolk	Bridleway Swardeston BR12	Between points 33a and 33b as shown hatched on sheet 34 of the public rights of way plan
South Norfolk	Bridleway Holy Cross BR3	Between points 34a and 34b as shown hatched on sheet 34 of the public rights of way plan

SCHEDULE 5

Article 12

ACCESS TO WORKS

**Commencement Information**

**I78** Sch. 5 in force at 22.1.2021, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Description of access</i>
North Norfolk District	Vehicular access from A149 to the north towards Roundhill Plantation as shown on sheet 1 of the access to works plan
North Norfolk District	Vehicular access from A149 to the south as shown on sheet 1 of the access to works plan
North Norfolk District	Vehicular access from Holgate Hill to the north as shown on sheets 2 and 3 of the access to works plan

North Norfolk District	Vehicular access from Bridge Road to the east as shown on sheet 3 of the access to works plan
North Norfolk District	Vehicular access from Cromer Road A148 to the north as shown on sheet 4 of the access to works plan
North Norfolk District	Vehicular access from Cromer Road A148 to the south as shown on sheet 4 of the access to works plan
North Norfolk District	Vehicular access from Kelling Road to the north as shown on sheet 4 of the access to works plan
North Norfolk District	Vehicular access from Kelling Road to the south as shown on sheet 4 of the access to works plan
North Norfolk District	Vehicular access from Church Road to the north as shown on sheet 5 of the access to works plan
North Norfolk District	Vehicular access from Church Road to the south as shown on sheet 5 of the access to works plan
North Norfolk District	Vehicular access to the north of Hempstead Road as shown on sheet 6 of the access to works plan
North Norfolk District	Vehicular access to the south of Hempstead Road as shown on sheet 6 of the access to works plan
North Norfolk District	Vehicular access to the north of School Lane as shown on sheet 7 of the access to works plan
North Norfolk District	Vehicular access from Hole Farm Road to the north as shown on sheet 7 of the access to works plan
North Norfolk District	Vehicular access from Hole Farm Road to the south as shown on sheet 7 of the access to works plan
North Norfolk District	Vehicular access from Plumstead Road to the north as shown on sheet 8 of the access to works plan
North Norfolk District	Vehicular access from Plumstead Road to the south as shown on sheet 8 of the access to works plan
North Norfolk District	Vehicular access to the north of Little Barningham Lane as shown on sheet 9 of the access to works plan
North Norfolk District	Vehicular access to the south of Little Barningham Lane as shown on sheet 9 of the access to works plan
North Norfolk District	Vehicular access to the north of the B1149 as shown on sheet 10 of the access to works plan
North Norfolk District	Vehicular access to the south of the B1149 as shown on sheet 10 of the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

North Norfolk District	Vehicular access to the east of the B1149 as shown on sheet 10 of the access to works plan
North Norfolk District	Vehicular access to the north of Briston Road B1354 as shown on sheet 10 of the access to works plan
North Norfolk District	Vehicular access to the south of Briston Road B1354 as shown on sheet 10 of the access to works plan
North Norfolk District	Vehicular access to the west of Croft Lane near Great Farm as shown on sheet 11 of the access to works plan
North Norfolk District	Vehicular access to the north of Town Close Lane as shown on sheet 11 of the access to works plan
North Norfolk District	Vehicular access to the south of Town Close Lane as shown on sheet 11 of the access to works plan
North Norfolk District	Vehicular access to the north of Wood Dalling Road as shown on sheet 11 of the access to works plan
North Norfolk District	Vehicular access to the south of Wood Dalling Road as shown on sheet 11 of the access to works plan
Broadland District	Vehicular access to the north of Blackwater Lane as shown on sheet 12 of the access to works plan
Broadland District	Vehicular access to the south of Blackwater Lane as shown on sheet 12 of the access to works plan
Broadland District	Vehicular access to the north of Heydon Lane as shown on sheet 13 of the access to works plan
Broadland District	Vehicular access to the south of Heydon Lane as shown on sheet 13 of the access to works plan
Broadland District	Vehicular access to the north of Heydon Road as shown on sheet 13 of the access to works plan
Broadland District	Vehicular access to the south of Heydon Road as shown on sheet 13 of the access to works plan
Broadland District	Vehicular access to the north of Reepham Road as shown on sheet 14 of the access to works plan
Broadland District	Vehicular access to the south of Reepham Road as shown on sheet 14 of the access to works plan
Broadland District	Vehicular access to the south west of Reepham Road as shown on sheet 14 of the access to works plan
Broadland District	Vehicular access to the west of Reepham Road on to Merrison's Lane as shown on sheet 15 of the access to works plan

Broadland District	Vehicular access to the north west of Reepham Road as shown on sheet 15 of the access to works plan
Broadland District	Vehicular access to the south east of Reepham Road as shown on sheet 15 of the access to works plan
Broadland District	Vehicular access to the west of Cawston Road as shown on sheet 15 of the access to works plan
Broadland District	Vehicular access to the east of Cawston Road as shown on sheet 15 of the access to works plan
Broadland District	Vehicular access to the north of Marriott's Way as shown on sheet 16 of the access to works plan
Broadland District	Vehicular access to the north of Church Road as shown on sheet 17 of the access to works plan
Broadland District	Vehicular access to the south of Church Road as shown on sheet 17 of the access to works plan
Broadland District	Vehicular access to the north east of Reepham Road as shown on sheet 18 of the access to works plan
Broadland District	Vehicular access to the south west of Reepham Road as shown on sheet 18 of the access to works plan
Broadland District	Vehicular access to the north of Church Farm Lane as shown on sheet 19 of the access to works plan
Broadland District	Vehicular access to the south of Church Church Farm Lane as shown on sheet 19 of the access to works plan
Broadland District	Vehicular access to the north of Hall Road as shown on sheet 19 of the access to works plan
Broadland District	Vehicular access to the south of Hall Road as shown on sheet 19 of the access to works plan
Broadland District	Vehicular access to the south of Hall Road near Alderford as shown on sheet 19 of the access to works plan
Broadland District	Vehicular access to the south of Reepham Road as shown on sheet 20 of the access to works plan
Broadland District	Vehicular access to the west of Station Road to the north of Marriott's Way as shown on sheet 20 of the access to works plan
Broadland District	Vehicular access to the west of Station Road to the south of Marriott's Way as shown on sheet 20 of the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

Broadland District	Vehicular access to the north east of the Street as shown on sheet 21 of the access to works plan
Broadland District	Vehicular access to the south west of the Street as shown on sheet 21 of the access to works plan
Broadland District	Vehicular access to the east of Marl Hill Road as shown on sheet 21 of the access to works plan
Broadland District	Vehicular access to the north east of the Ringland Lane as shown on sheet 21 of the access to works plan
Broadland District	Vehicular access to the south west of Ringland Lane as shown on sheet 21 of the access to works plan
Broadland District	Vehicular access to the north of Ringland Lane as shown on sheet 21 of the access to works plan
Broadland District	Vehicular access to the south of Ringland Lane as shown on sheet 21 of the access to works plan
Broadland District	Vehicular access to the west of Ringland Lane opposite Oak Grove as shown on sheet 22 of the access to works plan
Broadland District	Vehicular access to the south west of Ringland Lane as shown on sheet 22 of the access to works plan
Broadland District	Vehicular access to the north of Weston Road opposite Breck Barn Cottages as shown on sheet 23 of the access to works plan
Broadland District	Vehicular access to the north of Weston Road as shown on sheet 23 of the access to works plan
Broadland District	Vehicular access to the south of Weston Road as shown on sheet 23 of the access to works plan
Broadland District	Vehicular access to the north west of Honingham Lane as shown on sheet 23 of the access to works plan
Broadland District	Vehicular access to the south east of Honingham Lane as shown on sheet 23 of the access to works plan
Broadland District	Vehicular access to the north of Weston Road as shown on sheet 24 of the access to works plan
Broadland District	Vehicular access to the south of Weston Road as shown on sheet 24 of the access to works plan
South Norfolk	Vehicular access to the north of Church Lane north of the A47 as shown on sheet 25 of the access to works plan

South Norfolk	Vehicular access to the north of Church south of the A47 as shown on sheet 25 of the access to works plan
South Norfolk	Vehicular access to the south of Church south of the A47 as shown on sheet 25 of the access to works plan
South Norfolk	Vehicular access to the north of Broom Lane as shown on sheet 26 of the access to works plan
South Norfolk	Vehicular access to the south of Broom Lane as shown on sheet 26 of the access to works plan
South Norfolk	Vehicular access to west of Easton Road as shown on sheet 26 of the access to works plan
South Norfolk	Vehicular access to east of Easton Road as shown on sheet 26 of the access to works plan
South Norfolk	Vehicular access to the south of Bawburgh Road, on to Bawburgh Road as shown on sheet 26 of the access to works plan
South Norfolk	Vehicular access to the north of Bawburgh Road as shown on sheet 26 of the access to works plan
South Norfolk	Vehicular access to the north of Bawburgh Road as shown on sheet 27 of the access to works plan
South Norfolk	Vehicular access to the south of Bawburgh Road as shown on sheet 27 of the access to works plan
South Norfolk	Vehicular access to the north of Watton Road as shown on sheets 27 and 28 of the access to works plan
South Norfolk	Vehicular access to the south of Watton Road as shown on sheets 27 and 28 of the access to works plan
South Norfolk	Vehicular access to the north of Market Lane as shown on sheet 28 of the access to works plan
South Norfolk	Vehicular access to the east of Market Lane as shown on sheet 28 of the access to works plan
South Norfolk	Vehicular access to the south of Great Melton Road as shown on sheet 28 of the access to works plan
South Norfolk	Vehicular access to the south of Great Melton Road opposite Freshfields as shown on sheets 28 and 29 of the access to works plan
South Norfolk	Vehicular access to the north west of Little Melton Road as shown on sheets 28 and 29 of the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

South Norfolk	Vehicular access to the south east of Little Melton Road as shown on sheets 28 and 29 of the access to works plan
South Norfolk	Vehicular access to the north west of Burnthouse Lane as shown on sheet 29 of the access to works plan
South Norfolk	Vehicular access to the south east of Burnthouse Lane as shown on sheet 29 of the access to works plan
South Norfolk	Vehicular access to the east of Burnthouse Lane as shown on sheet 29 of the access to works plan
South Norfolk	Vehicular access to the east of Burnthouse Lane, to the south of the access referenced above, as shown on sheet 29 of the access to works plan
South Norfolk	Vehicular access to the north of Colney Lane as shown on sheet 29 of the access to works plan
South Norfolk	Vehicular access to the north of Norwich Road as shown on sheet 30 of the access to works plan
South Norfolk	Vehicular access to the north of Norwich Road opposite the access for Wynchwood House as shown on sheet 30 of the access to works plan
South Norfolk	Vehicular access to the south of Norwich Road as shown on sheet 30 of the access to works plan
South Norfolk	Vehicular access to the east of Station Lane as shown on sheet 30 of the access to works plan
South Norfolk	Vehicular access to the east of Station Lane, to the south of the access referenced above as shown on sheet 30 of the access to works plan
South Norfolk	Vehicular access to the east of Station Cottages Service Road as shown on sheet 30 of the access to works plan
South Norfolk	Vehicular access to the west of Intwood Road as shown on sheet 32 of the access to works plan
South Norfolk	Vehicular access to the east of Intwood Road as shown on sheet 32 of the access to works plan
South Norfolk	Vehicular access to the east of Swardeston Lane as shown on sheet 32 of the access to works plan
South Norfolk	Vehicular access to the west of Swardeston Lane to the east of the access referenced above as shown on sheet 32 of the access to works plan
South Norfolk	Vehicular access to the north of Main Road as shown on sheet 33 of the access to works plan
South Norfolk	Vehicular access to south of Main Road as shown on sheet 33 of the access to works plan



South Norfolk	Vehicular access to the north of Mangreen Lane as shown on sheets 33 and 34 of the access to works plan
South Norfolk	Vehicular access to the south of Mangreen Lane as shown on sheets 33 and 34 of the access to works plan
South Norfolk	Vehicular access to the south of Mangreen Hall Lane on to a private access track as shown on sheet 34 of the access to works plan
Broadland District	Vehicular access to the west of Oulton Street as shown on sheet 35 of the access to works plan

SCHEDULE 6

Article 20

LAND IN WHICH ONLY NEW RIGHTS ETC., MAY BE ACQUIRED

**Commencement Information**

**I79** Sch. 6 in force at 22.1.2021, see [art. 1](#)

<b><i>(1) Number of land shown on land plans</i></b>	<b><i>(2) Purpose for which rights may be acquired</i></b>
1-001, 1-002, 1-003, 1-004, 1-006, 1-008, 1-017, 1-018, 1-019, 1-022, 1-026, 2-004, 3-001, 3-002, 3-003, 3-004, 3-005, 3-006, 3-011, 3-012, 3-016, 3-017, 3-018, 3-019, 3-022, 3-023, 3-030, 3-031, 4-002, 4-003, 4-004, 4-006, 4-007, 4-009, 4-010, 5-001, 5-002, 5-003, 5-004, 5-006, 5-007, 6-001, 6-002, 6-004, 6-005, 6-006, 7-001A, 7-003, 7-004, 7-005, 7-006, 7-007, 7-009, 8-001, 8-003, 8-005, 8-006, 9-001, 9-005, 9-006, 9-013, 9-016, 9-019, 9-022, 9-026, 10-002, 10-003, 10-005, 10-006, 10-008, 10-009, 11-004, 11-005, 11-006, 11-009, 11-011, 11-013, 11-014, 12-001, 12-004, 12-005, 12-006, 13-001, 13-002, 13-004, 13-006, 14-002, 14-005, 14-006, 14-007, 15-002, 15-006, 15-007, 15-008, 15-009, 15-011, 16-001, 16-002, 16-003, 16-004, 16-005, 16-006, 16-007, 16-012, 16-020, 16-021, 16-025, 16-026, 16-027, 16-028, 16-029, 16-030, 17-002, 17-003, 17-004, 17-006, 17-007, 18-001, 18-002, 18-003, 18-004, 18-005, 18-006, 18-007, 19-001, 19-005, 19-006, 19-007, 19-009, 19-011, 19-012, 19-014, 20-005, 20-008, 20-009, 21-001, 21-002, 21-003, 21-005, 21-006, 21-007, 21-008, 21-010, 21-011, 21-014, 21-015, 21-017, 21-018, 23-001, 23-003, 23-004, 23-009, 23-010,	<p><sup>M43</sup> New Connection Rights (shown edged red and shaded blue on the Land Plans) required for the construction, operation and maintenance of Work Nos. 6, 7, 8 and 11</p>

**Changes to legislation:** *There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)*

23-011, 23-012, 23-016, 23-017, 24-003, 24-004, 24-011, 24-012, 25-006, 25-007, 25-008, 25-009, 25-010, 25-011, 25-012, 25-013, 25-015, 25-016, 26-001, 26-005, 26-007, 26-010, 26-011, 26-012, 26-013, 26-014, 26-015, 27-001, 27-002, 27-003, 27-004, 27-008, 27-009, 27-011, 27-012, 28-001, 28-002, 28-003, 28-006, 28-007, 28-009, 28-011, 28-013, 29-003, 29-004, 29-005, 29-006, 29-009, 29-012, 29-013, 29-015, 29-016, 29-017, 30-009, 30-010, 30-011, 30-012, 30-013, 30-014, 30-017, 30-018, 30-023, 30-024, 30-027, 30-028, 30-029, 31-001, 31-002, 31-004, 32-002, 32-003, 32-004, 32-006, 32-007, 32-008, 32-009, 32-010, 33-005, 33-006, 33-016, 33-023, 33-024, 34-001, 34-002, 34-003, 34-004, 34-005, 34-006, 34-007, 34-008, 34-010	
1-007, 9-015, 33-007, 33-008, 33-009, 33-010	New Connection Rights and New Construction and Operation Access Rights (shown edged red, shaded blue and hatched brown on the Land Plans) required for the construction, operation and maintenance of Work Nos. 6, 7, 8 and 11 and access to Work Nos.6, 7, 8, 9 and 10
34-011	New Connection Rights and New Construction and Maintenance Access Rights (shown edged red, shaded blue and hatched brown on the Land Plans) required for the construction, operation and maintenance of and access to Work Nos. 11 and 12
9-003, 9-007, 9-008, 9-009, 9-010, 9-014, 9-021, 33-011, 33-015, 33-018, 33-019, 33-021	New Connection Rights and New Landscaping Rights (shown edged red, shaded blue and hatched green on the Land Plans) required for the construction, operation and maintenance of Work No. 8 and for landscaping works relating to Work Nos. 9 and 10
1-014, 1-016, 9-017, 9-024, 9-025,10-004, 33-004	New Construction and Operation Access Rights (edged red and shaded brown on the Land Plans) required for access to Work Nos. 6, 7, 9 and 10
3-024, 3-025, 3-026, 3-027, 3-028, 20-006, 20-007, 20,010, 20-011, 21-012, 21-013, 25-003, 25-004, 25-005, 26-002, 26-003, 26-004, 26-016, 26-017, 28-004, 28-005, 30-003, 30-004, 30-005, 30-015, 30-016, 30-021, 30-022, 30-025, 30-026, 34-009, 34-012	New Construction and Maintenance Access Rights (shown edged red and shaded brown on the Land Plans) required for access to Work Nos. 8, 11 and 12
9-002, 9-004, 9-011, 9-020, 9-023, 33-012, 33-013, 33-020, 33-022	New Landscaping Rights (shown edged red and shaded green on the Land Plans) required for landscaping works relating to Work Nos. 9 and 10

#### Marginal Citations

**M43** Term as defined in the book of reference.

## SCHEDULE 7

Article 20

### MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

#### Commencement Information

**I80** Sch. 7 para. 1 in force at 22.1.2021, see [art. 1](#)

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973 <sup>M44</sup> has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by [<sup>F24</sup>paragraph 5]—

- (a) for the words “land is acquired or taken from” there is substituted the words “ a right or restrictive covenant over land is purchased from or imposed on ”; and
- (b) for the words “acquired or taken from him” there is substituted the words “ over which the right is exercisable or the restrictive covenant enforceable ”.

#### Textual Amendments

**F24** Words in [Sch. 7 para. 2\(2\)](#) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), [art. 1\(2\)](#), [Sch.](#)

#### Commencement Information

**I81** Sch. 7 para. 2 in force at 22.1.2021, see [art. 1](#)

#### Marginal Citations

**M44** [1973 c.26](#).

3.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

“(5A) If—

- (a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) (powers of entry) of the 1965

*Changes to legislation: There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)*

Act (as modified by paragraph 7 of Schedule 7 to the Hornsea Three Offshore Wind Farm Order 2020); and

- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 10 of Schedule 7 to the Hornsea Three Offshore Wind Farm Order 2020) to acquire an interest in the land, and

- (c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right.”.

**Commencement Information**

**I82** Sch. 7 para. 3 in force at 22.1.2021, see [art. 1](#)

**Application of Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act**

4.—(1) The 1965 Act is to have effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or
- (b) the land over which the right is or is to be exercisable, or the restriction is to be enforceable.

(2) Without limitation on the scope of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right or, in relation to the imposition of a restriction, with the modifications specified in the following provisions of this Schedule.

**Commencement Information**

**I83** Sch. 7 para. 4 in force at 22.1.2021, see [art. 1](#)

5. For section 7 (measure of compensation in case of severance) of the 1965 Act there is substituted the following section—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard shall be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”.

**Commencement Information**

**I84** Sch. 7 para. 5 in force at 22.1.2021, see [art. 1](#)

6. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (refusal to convey, failure to make title, etc);
- (b) paragraph 10(3) of Schedule 1 (persons without power to sell their interests) [<sup>F25</sup>(I conveyance of the land or interest);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are so modified as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

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#### Textual Amendments

**F25** Sch. 7 para. 6(b) bracket inserted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), Sch.

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#### Commencement Information

**I85** Sch. 7 para. 6 in force at 22.1.2021, see [art. 1](#)

7. Section 11 (powers of entry) of the 1965 Act is so modified as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 18), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A (powers of entry: further notices of entry), 11B (counter-notice requiring possession to be taken on specified date), 12 (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

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#### Commencement Information

**I86** Sch. 7 para. 7 in force at 22.1.2021, see [art. 1](#)

8. Section 20 (tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

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#### Commencement Information

**I87** Sch. 7 para. 8 in force at 22.1.2021, see [art. 1](#)

9. Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 22(4) (application of the 1981 Act) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or enforce the restrictive covenant imposed, subject to compliance with that section as respects compensation.

**Commencement Information**

**188** Sch. 7 para. 9 in force at 22.1.2021, see [art. 1](#)

**10.** For Schedule 2A to the 1965 Act substitute—

“SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

**Introduction**

**1.**—(1) This Schedule applies where an acquiring authority serve a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 22 (application of the 1981 Act) of the Hornsea Three Offshore Wind Farm Order 2020 in respect of the land to which the notice to treat relates.

(2) But see article 23(3) (acquisition of subsoil only) of the Hornsea Three Offshore Wind Farm Order 2020 which excludes the acquisition of subsoil only from this Schedule.

**2.** In this Schedule, “house”, except in paragraph 10, includes any park or garden belonging to a house.

**Counter-notice requiring purchase of land**

**3.** A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the authority to purchase the owner’s interest in the house, building or factory.

**4.** A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

**Response to counter-notice**

**5.** On receiving a counter-notice, the acquiring authority must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

**6.** The authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

**7.** If the authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

**8.** If the authority do not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

**9.** If the authority serve notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

### Determination by the Upper Tribunal

**10.** On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

**11.** In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right or the imposition of the covenant,
- (b) the use to be made of the right or covenant proposed to be acquired or imposed, and
- (c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

**12.** If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the authority ought to be required to take.

**13.** If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

**14.—(1)** If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraw the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”

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#### Commencement Information

**I89** Sch. 7 para. 10 in force at 22.1.2021, see [art. 1](#)

## SCHEDULE 8

Article 26

### LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

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#### Commencement Information

**I90** Sch. 8 in force at 22.1.2021, see [art. 1](#)

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

<b>(1) Area</b>	<b>(2) Number of land shown on land plans</b>	<b>(3) Purpose for which temporary possession may be taken</b>
North Norfolk District	1-005	Temporary use for the passing and re-passing of users of public footpaths to facilitate construction for Work Nos. 5, 6 and 7
North Norfolk District	1-009	Temporary use for access and for the passing and re-passing of users of public footpaths to facilitate construction for Work Nos. 5, 6, 7 and 8
North Norfolk District	1-010	Temporary use for the passing and re-passing of users of public footpaths to facilitate construction for Work Nos. 5, 6 and 7
North Norfolk District	1-011	Temporary use for the passing and re-passing of users of public footpaths to facilitate construction for Work Nos. 5, 6 and 7
North Norfolk District	1-012	Temporary use for access to facilitate construction for Work Nos. 5, 6, 7 and 8
North Norfolk District	1-013	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	1-015	Temporary use (including for access and vehicle holding area) to facilitate construction for Work Nos. 5, 6, 7 and 8
North Norfolk District	1-020	Temporary use (including for access and storage) to facilitate construction for Work No. 8
North Norfolk District	1-021	Temporary use (including for access and storage) to facilitate construction for Work No. 8
North Norfolk District	1-023	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	1-024	Temporary use for access to facilitate construction for Work No. 8



**Changes to legislation:** *There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)*

North Norfolk District	1-025	Temporary use (including for access and storage) to facilitate construction for Work No. 8
North Norfolk District	2-001	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	2-002	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	2-003	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	2-005	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	3-007	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	3-008	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	3-009	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	3-010	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	3-013	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	3-014	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	3-015	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	3-020	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	3-021	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	3-029	Temporary use (including for storage) to facilitate construction for Work No. 8

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

North Norfolk District	4-001	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	4-005	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	4-008	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	5-005	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	6-003	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	7-001	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	7-002	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	7-008	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	8-002	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	8-004	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	9-018	Temporary use (including for storage and access) to facilitate construction for Work Nos. 8 and 9
North Norfolk District	10-001	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	10-007	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	10-010	Temporary use (including for storage) to facilitate construction for Work No. 8

North Norfolk District	11-001	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	11-002	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	11-003	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	11-007	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	11-008	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	11-010	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	11-012	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	12-002	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	12-003	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	13-003	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	13-005	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	14-001	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	14-003	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	14-004	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	14-008	Temporary use for access to facilitate construction for Work No. 8

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

Broadland District	14-009	Temporary use for access to facilitate construction for Work No. 8
Broadland District	15-001	Temporary use (including for access and storage) to facilitate construction for Work No. 8
Broadland District	15-003	Temporary use for access to facilitate construction for Work No. 8
Broadland District	15-004	Temporary use for access to facilitate construction for Work No. 8
Broadland District	15-005	Temporary use for access to facilitate construction for Work No. 8
Broadland District	15-010	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	16-008	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-009	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-010	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-011	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-013	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-014	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-015	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-016	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-017	Temporary use for access to facilitate construction for Work No. 8

**Changes to legislation:** *There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)*

Broadland District	16-018	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-019	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-022	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-023	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-024	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	17-001	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	17-005	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	19-002	Temporary use for access to facilitate construction for Work No. 8
Broadland District	19-003	Temporary use for access to facilitate construction for Work No. 8
Broadland District	19-004	Temporary use for access to facilitate construction for Work No. 8
Broadland District	19-008	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	19-010	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	19-013	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	19-015	Temporary use for access to facilitate construction for Work No. 8
Broadland District	19-016	Temporary use for access to facilitate construction for Work No. 8

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

Broadland District	20-001	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	20-002	Temporary use for access to facilitate construction for Work No. 8
Broadland District	20-003	Temporary use for access to facilitate construction for Work No. 8
Broadland District	20-004	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	21-004	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	21-009	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	21-016	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	21-019	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	22-001	Temporary use for access to facilitate construction for Work No. 8
Broadland District	22-002	Temporary use for access to facilitate construction for Work No. 8
Broadland District	22-003	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	23-002	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	23-005	Temporary use for access to facilitate construction for Work No. 8
Broadland District	23-006	Temporary use for access to facilitate construction for Work No. 8
Broadland District	23-007	Temporary use for access to facilitate construction for Work No. 8

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

Broadland District	23-008	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	23-013	Temporary use for access to facilitate construction for Work No. 8
Broadland District	23-014	Temporary use for access to facilitate construction for Work No. 8
Broadland District	23-015	Temporary use for access to facilitate construction for Work No. 8
Broadland District	24-001	Temporary use for access to facilitate construction for Work No. 8
Broadland District	24-002	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	24-005	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	24-006	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	24-007	Temporary use for access to facilitate construction for Work No. 8
Broadland District	24-008	Temporary use for access to facilitate construction for Work No. 8
Broadland District	24-009	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	24-010	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	24-013	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	25-001	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	25-002	Temporary use (including for storage) to facilitate construction for Work No. 8

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

South Norfolk	25-014	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	26-006	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	26-008	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	26-009	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	27-005	Temporary use (including for access and storage) to facilitate construction for Work No. 8
South Norfolk	27-006	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	27-007	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	27-010A	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	27-013	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	28-008	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	28-010	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	28-012	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	28-014	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	29-001	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	29-002	Temporary use (including for storage) to facilitate construction for Work No. 8



**Changes to legislation:** *There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)*

South Norfolk	29-007	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-008	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-010	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-011	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-014	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	30-006	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	30-007	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	30-008	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	30-019	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	30-020	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	30-030	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	31-003	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	32-001	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	32-005	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	32-011	Temporary use (including for storage) to facilitate construction for Work No. 8

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

South Norfolk	33-001	Temporary use (including for access and storage) to facilitate construction for Work No. 8
South Norfolk	33-002	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	33-003	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	33-017	Temporary use (including for storage) to facilitate construction for Work No. 10
Broadland District	35-001	Temporary use (including for storage) to facilitate construction for Work Nos. 8, 9 10, 11, and 12
Broadland District	35-002	Temporary use for access to facilitate construction for Work Nos. 8, 9 10, 11, and 12
Broadland District	35-003	Temporary use (including for storage, access and vehicle holding area) to facilitate construction for Work Nos. 8, 9 10, 11, and 12
Broadland District	35-004	Temporary use for access to facilitate construction for Work Nos. 8, 9 10, 11, and 12
South Norfolk	29-002	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	29-007	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-008	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-010	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-011	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-014	Temporary use (including for storage) to facilitate construction for Work No. 8

South Norfolk	30-006	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	30-007	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	30-008	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	30-019	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	30-020	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	30-030	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	31-003	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	32-001	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	32-005	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	32-011	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	33-001	Temporary use (including for access and storage) to facilitate construction for Work No. 8
South Norfolk	33-002	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	33-003	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	33-017	Temporary use (including for storage) to facilitate construction for Work No. 10
Broadland District	35-001	Temporary use (including for storage) to facilitate

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

Broadland District	35-002	construction for Work Nos. 6, 7, 8, 9 10, 11, and 12
Broadland District	35-003	Temporary use for access to facilitate construction for Work No. 6, 7, 8, 9 10, 11, and 12
Broadland District	35-004	Temporary use (including for storage, access and vehicle holding area) to facilitate construction for Work Nos. 6, 7, 8, 9 10, 11, and 12
Broadland District	35-004	Temporary use for access to facilitate construction for Work Nos. 6, 7, 8, 9 10, 11, and 12

SCHEDULE 9

Article 28

PROTECTIVE PROVISIONS

**PART 1**

**PROTECTION FOR ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS**

**Application**

1. For the protection of the affected undertakers referred to in this Part (save for National Grid which is protected by Part 2 of this Schedule, Cadent Gas Limited which is protected by Part 3 of this Schedule and Anglian Water which is protected by Part 6 of this Schedule) the following provisions must, unless otherwise agreed in writing between the undertaker and the affected undertaking concerned, have effect.

**Commencement Information**

**191** Sch. 9 Pt. 1 para. 1 in force at 22.1.2021, see [art. 1](#)

2. In this Part—

“affected undertaker” means

- (a) any licence holder within the meaning of Part 1 (electricity supply) of the 1989 Act;
- (b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986 <sup>M45</sup>;
- (c) a water undertaker within the meaning of the Water Industry Act 1991 <sup>M46</sup>;
- (d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991,

for the area of the authorised development but, for the avoidance of doubt, does not include the undertakers specified in Part 2, Part 3, and Part 6 (National Grid, Cadent Gas Limited and

Anglian Water Services Limited) of this Schedule, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained;

“alternative apparatus” means alternative apparatus adequate to enable the affected undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the 1989 Act), belonging to or maintained by that affected undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water undertaker—
  - (i) mains, pipes or other apparatus belonging to or maintained by that affected undertaker for the purposes of water supply; and
  - (ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A (agreements to adopt water main or service pipe at future date) of the Water Industry Act 1991;
- (d) in the case of a sewerage undertaker—
  - (i) any drain or works vested in the affected undertaker in accordance with the Water Industry Act 1991; and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewerage disposal works, at future date) of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties; and

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land.

#### **Commencement Information**

**I92** Sch. 9 Pt. 1 para. 2 in force at 22.1.2021, see [art. 1](#)

#### **Marginal Citations**

**M45** [1986 c.44](#). A new section 7 was substituted by section 5 of the [Gas Act 1995 \(c.45\)](#), and was further amended by section 76 of the [Utilities Act 2000 \(c.27\)](#).

**M46** [1991 c.56](#).

### **Precedence of the 1991 Act in respect of apparatus in the streets**

**3.** This Part does not apply to apparatus in respect of which the relations between the undertaker and the affected undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

**Commencement Information**

**193** Sch. 9 Pt. 1 para. 3 in force at 22.1.2021, see [art. 1](#)

**No acquisition etc. except by agreement**

**4.** Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

**Commencement Information**

**194** Sch. 9 Pt. 1 para. 4 in force at 22.1.2021, see [art. 1](#)

**Removal of apparatus**

**5.—(1)** If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part and any right of an affected undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the affected undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the affected undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an affected undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the affected undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the affected undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part must be constructed in such manner and in such line or situation as may be agreed between the affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 37 (arbitration).

(5) The affected undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 37 (arbitration) and after the grant to the affected undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the affected undertaker in question that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the affected undertaker, must be executed by the undertaker

without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the affected undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

**Commencement Information**

**195** Sch. 9 Pt. 1 para. 5 in force at 22.1.2021, see [art. 1](#)

**Facilities and rights for alternative apparatus**

6.—(1) Where, in accordance with the provisions of this Part, the undertaker affords to an affected undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the affected undertaker in question or in default of agreement settled by arbitration in accordance with article 37 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the affected undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that affected undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

**Commencement Information**

**196** Sch. 9 Pt. 1 para. 6 in force at 22.1.2021, see [art. 1](#)

**Retained apparatus**

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 5 that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 5, the undertaker must submit to the affected undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the affected undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the affected undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by an affected undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If an affected undertaker in accordance with sub-paragraph (2) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 6 apply as if the removal of the apparatus had been required by the undertaker under paragraph 5.

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the affected undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

#### **Commencement Information**

**197** Sch. 9 Pt. 1 para. 7 in force at 22.1.2021, see [art. 1](#)

**8.—(1)** Subject to the following provisions of this paragraph, the undertaker must repay to an affected undertaker the reasonable expenses incurred by that affected undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 5.

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part, that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 37 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (2)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an affected undertaker in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the affected undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.



**Commencement Information**

**I98** Sch. 9 Pt. 1 para. 8 in force at 22.1.2021, see [art. 1](#)

**Expenses and costs**

**9.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 5, any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of an affected undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any affected undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that affected undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that affected undertaker for any other expenses, loss, damages, penalty or costs incurred by the affected undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an affected undertaker, its officers, servants, contractors or agents.

(3) An affected undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**Commencement Information**

**I99** Sch. 9 Pt. 1 para. 9 in force at 22.1.2021, see [art. 1](#)

**10.** Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and an affected undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I100** Sch. 9 Pt. 1 para. 10 in force at 22.1.2021, see [art. 1](#)

## **PART 2**

### **FOR THE PROTECTION OF NATIONAL GRID AS ELECTRICITY AND GAS UNDERTAKER**

**Application**

**1.** For the protection of National Grid referred to in this Part the following provisions will, unless otherwise agreed in writing between the undertaker and National Grid, have effect.

**Commencement Information**

**1101** Sch. 9 Pt. 2 para. 1 in force at 22.1.2021, see [art. 1](#)

**Interpretation****2.** In this Part—

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

- (a) electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid; and
- (b) any mains, pipes or other apparatus belonging to or maintained by National Grid for the purposes of gas supply,

together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of the undertaker for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or must be lodged or which gives or will give access to apparatus;

“authorised development” has the same meaning as in article 2 (interpretation) of this Order (unless otherwise specified) for the purposes of this Part shall include the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for National Grid's approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means either—

- (a) National Grid Electricity Transmission PLC (Company No. 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH; or
- (b) National Grid Gas PLC (Company No. 2006000) whose registered office is at 1-3 Strand, London, WC2N 5EH,

or their successor company(ies) as the context requires;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed; and

“specified works” means any of the authorised development or activities undertaken in association with the authorised development which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; or
- (c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Grid's policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties”).

**Commencement Information**

**I102** Sch. 9 Pt. 2 para. 2 in force at 22.1.2021, see [art. 1](#)

3. Except for paragraphs 4 (apparatus of National Grid in streets subject to temporary stopping up), 9 (retained apparatus: protection of National Grid as gas undertaker), 10 (retained apparatus: protection of National Grid as electricity undertaker), 11 (expenses) and 12 (indemnity) this Schedule does not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

**Commencement Information**

**I103** Sch. 9 Pt. 2 para. 3 in force at 22.1.2021, see [art. 1](#)

**Apparatus of National Grid in streets subject to temporary stopping up**

4.—(1) Without prejudice to the generality of any other protection afforded to National Grid elsewhere in the Order, where any street is stopped up under article 10 (temporary stopping up of streets), if National Grid has any apparatus in the street or accessed via that street National Grid will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will grant to National Grid, or will procure the granting to National Grid of, legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the stopping up of any such street or highway.

(2) Notwithstanding the temporary stopping up under the powers of article 10), National Grid will be at liberty at all times to take all necessary access across any such street or to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that street.

**Commencement Information**

**I104** Sch. 9 Pt. 2 para. 4 in force at 22.1.2021, see [art. 1](#)

**Protective works to buildings**

5.—(1) The undertaker, in the case of the powers conferred by article 16 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid which will not unreasonably be withheld and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of National Grid or any interruption in the supply of electricity or gas, as the case may be, the undertaker must bear and pay on demand the cost reasonably incurred by National Grid in making good such damage or restoring the supply; and, subject to sub-paragraph (2), shall—

- (a) pay compensation to National Grid for any loss sustained by it; and
- (b) indemnify National Grid against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by National Grid, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of National Grid or its contractors or workmen; and National Grid will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made by National Grid, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

**Commencement Information**

**I105** Sch. 9 Pt. 2 para. 5 in force at 22.1.2021, see [art. 1](#)

**Acquisition of land**

6.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any land interest or apparatus or override any easement or other interest of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld).

(2) The undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(3) Any agreement or consent granted by National Grid under paragraphs 9 or 10 or any other paragraph of this Part, shall not be taken to constitute agreement under [<sup>F26</sup>sub-paragraph (1)].

**Textual Amendments**

**F26** Words in [Sch. 9 Pt. 2 para. 6\(3\)](#) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), [art. 1\(2\)](#), [Sch.](#)

**Commencement Information**

**I106** Sch. 9 Pt. 2 para. 6 in force at 22.1.2021, see [art. 1](#)

## Removal of apparatus

7.—(1) If, in the exercise of the agreement reached in accordance with paragraph 6 or in any other authorised manner, the undertaker acquires any interest in any Order land in which any apparatus is placed, that apparatus must not be removed under this Part and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works compromised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to National Grid to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights [<sup>F27</sup>—]

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part must be constructed in such manner and in such line or situation as may be agreed between National Grid and the undertaker.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.

### Textual Amendments

**F27** Sch. 9 Pt. 2 para. 7(2) dash inserted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

### Commencement Information

**I107** Sch. 9 Pt. 2 para. 7 in force at 22.1.2021, see [art. 1](#)

## Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part, the undertaker affords to or secures National Grid facilities and rights in land for the construction, use, maintenance and protection in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those

facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by National Grid.

(2) If the facilities and rights to be afforded by the undertaker and agreed with National Grid under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration under paragraph 16 (arbitration) and the arbitrator shall make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph, article 37 (arbitration) of the Order shall apply.

#### Commencement Information

**1108** Sch. 9 Pt. 2 para. 8 in force at 22.1.2021, see [art. 1](#)

#### Retained apparatus: protection of National Grid as Gas Undertaker

**9.**—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid a plan and, if reasonably required by National Grid, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) applies until National Grid has given written approval of the plan so submitted.

(4) Any approval of National Grid required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7); and,
- (b) must not be unreasonably withheld.

(5) In relation to a work to which sub-paragraphs (1) and (2) applies, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraphs (1) and (2) or as relevant sub-paragraph (5), as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (7) or (8) by National Grid

for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid shall be entitled to watch and inspect the execution of those works.

(7) Where National Grid requires protective works to be carried out either by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, must be carried out to National Grid's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) to which sub-paragraph (1) applies and National Grid must give 56 days' notice of such works from the date of submission of a plan in line with sub-paragraph (1) or (2) (except in an emergency).

(8) If National Grid in accordance with sub-paragraph (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, subparagraphs (1) to (3) and (6) to (7) apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(9) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works comprising the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with National Grid's policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22” and the Health and Safety Executive's “HSG47 Avoiding danger from underground services”.

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that National Grid retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraphs 11 and 12.

### **Retained apparatus: Protection of National Grid as Electricity Undertaker**

#### **Commencement Information**

**I109** Sch. 9 Pt. 2 para. 9 in force at 22.1.2021, see [art. 1](#)

**10.**—(1) Not less than 56 days before the commencement of any authorised development that is near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise and to which paragraph 7(2)(a) or 7(2)(b) applies, the undertaker must submit to National Grid a plan and seek from National Grid details of the underground extent of their electricity tower foundations.

(2) In relation to works which will or may be situated on, over, under or within—

- (a) 15 metres measured in any direction of any apparatus, or
- (b) involve embankment works within 15 metres of any apparatus,

the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—



**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must in addition to the matters set out in sub-paragraph (2) include a method statement describing [<sup>F28</sup>—]

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;
- (f) written details of the operations and maintenance regime for the cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid's engineers; and
- (h) evidence that trench bearing capacity is to be designed to 26 tonnes to take the weight of overhead line construction traffic.

(4) The undertaker must not commence any works to which sub-paragraph (1), (2), or (3) applies until National Grid has given written approval of the plan so submitted.

(5) Any approval of National Grid required under sub-paragraph (1), (2), or (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (6) or (8); and
- (b) must not be unreasonably withheld.

(6) In relation to a work to which sub-paragraph (1), (2), or (3) applies, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (2), (3) or (6) as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (6), (8) or (9) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.



(8) Where National Grid require any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to National Grid's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) to which sub-paragraph (1) applies and National Grid must give 56 days' notice of such works from the date of submission of a plan in line with sub-paragraphs (1),(2), [F29(3) or] (6) (except in an emergency).

(9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, [F30sub-paragraphs] (1) to [F31(3) and] (6) to (7) shall apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(10) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any work, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under the Order, the undertaker must comply with National Grid's policies for development near overhead lines ENA TA 43-8 and the Health and Safety Executive's guidance note 6 “Avoiding danger from overhead power lines”.

#### Textual Amendments

**F28** Sch. 9 Pt. 2 para. 10(3) dash substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), **Sch.**

**F29** Words in Sch. 9 Pt. 2 para. 10(8) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), **Sch.**

**F30** Word in Sch. 9 Pt. 2 para. 10(9) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), **Sch.**

**F31** Words in Sch. 9 Pt. 2 para. 10(9) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), **Sch.**

#### Commencement Information

**I110** Sch. 9 Pt. 2 para. 10 in force at 22.1.2021, see [art. 1](#)

#### Expenses

**11.—(1)** Subject to the following provisions of this paragraph, the undertaker shall pay to National Grid on demand all charges, costs and expenses reasonably anticipated or incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus or alternative apparatus which may be required in consequence of the execution of any such works as are referred to in this Part including without limitation—

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including

without limitation in the event that National Grid elects to use compulsory purchase powers to acquire any necessary rights under paragraph 7(3);

- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement settled by arbitration in accordance with article 37 (arbitration) of the Order to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

#### **Commencement Information**

**III11** Sch. 9 Pt. 2 para. 11 in force at 22.1.2021, see [art. 1](#)

## Indemnity

**12.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works (including without limitation works carried out by the undertaker under this Part or any subsidence resulting from any of these works), any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purpose of those works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand the cost reasonably incurred by National Grid in making good such damage or restoring the supply; and
- (b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party as aforesaid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid as a consequence of the authorised development or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (2) where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not materially accord with the approved plan or as otherwise agreed between the undertaker and National Grid.

(3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents; and
- (b) any authorised development or any other works authorised by this Part carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of this Order pursuant to section 156 of the 2008 Act or [<sup>F32</sup>article 5] (benefit of the Order) of this Order subject to the proviso that once such works become apparatus (“new apparatus”), any works yet to be executed and not falling within this [<sup>F32</sup>sub-paragraph (3)(b)] will be subject to the full terms of this Part including this paragraph 12 in respect of such new apparatus.

(4) National Grid must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.]

### Textual Amendments

**F32** Words in Sch. 9 Pt. 2 para. 12(3)(b) substituted (21.5.2021) by *The Hornsea Three Offshore Wind Farm (Correction) Order 2021* (S.I. 2021/599), art. 1(2), Sch.

### Commencement Information

**I112** Sch. 9 Pt. 2 para. 12 in force at 22.1.2021, see art. 1

**Enactments and agreements**

13. Save to the extent provided for to the contrary elsewhere in this Part or by agreement in writing between the undertaker and National Grid, nothing in this Part shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I113** Sch. 9 Pt. 2 para. 13 in force at 22.1.2021, see [art. 1](#)

**Co-operation**

14.—(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker or National Grid requires the removal of apparatus under paragraph 7(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraphs 9 or 10, National Grid shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid's consent, agreement or approval to is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by National Grid is required, it must not be unreasonably withheld or delayed.

**Commencement Information**

**I114** Sch. 9 Pt. 2 para. 14 in force at 22.1.2021, see [art. 1](#)

**Access**

15. If in consequence of the agreement reached in accordance with paragraph 6 or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

**Commencement Information**

**I115** Sch. 9 Pt. 2 para. 15 in force at 22.1.2021, see [art. 1](#)

**Arbitration**

16. Save for differences or disputes arising under paragraphs 7(2), 7(4), 8(1), 9 and 10 any difference or dispute arising between the undertaker and National Grid under this Part must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 37 (arbitration).

**Commencement Information**

**I116** Sch. 9 Pt. 2 para. 16 in force at 22.1.2021, see [art. 1](#)

## Notices

17. The plans submitted to National Grid by the undertaker pursuant to paragraphs 9(1) and 10(1) must be sent to National Grid Plant Protection at [plantprotection@nationalgrid.com](mailto:plantprotection@nationalgrid.com) or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

### Commencement Information

I117 Sch. 9 Pt. 2 para. 17 in force at 22.1.2021, see [art. 1](#)

## PART 3

### FOR THE PROTECTION OF CADENT GAS LIMITED AS GAS UNDERTAKER

## Application

1. For the protection of Cadent Gas Limited referred to in this Part the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent Gas Limited, have effect.

### Commencement Information

I118 Sch. 9 Pt. 3 para. 1 in force at 22.1.2021, see [art. 1](#)

## Interpretation

2. In this Part—

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of Cadent Gas Limited to enable Cadent Gas Limited to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any mains, pipes or other apparatus belonging to or maintained by Cadent Gas Limited for the purposes of gas supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of the undertaker for the purposes of transmission, distribution or supply and includes any structure in which apparatus is or must be lodged or which gives or will give access to apparatus;

“authorised development” has the same meaning as in article 2 (interpretation) of this Order (unless otherwise specified) for the purposes of this Part shall include the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

“Cadent Gas Limited” means Cadent Gas Limited, with Company Registration Number 10080864, whose registered office is at Ashbrook Court Prologis Park, Central Boulevard, Coventry, CV7 8PE;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by Cadent Gas Limited (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for Cadent Gas Limited's approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of the undertaker including construct, use, repair, alter, inspect, renew or remove the apparatus;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed; and

“specified works” means any of the authorised development or activities undertaken in association with the authorised development which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; or
- (c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (Cadent Gas Limited's policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties”).

#### Commencement Information

**I119** Sch. 9 Pt. 3 para. 2 in force at 22.1.2021, see [art. 1](#)

**3.** Except for paragraphs 4 (apparatus of Cadent Gas Limited in streets subject to temporary stopping up), 9 (retained apparatus: protection of Cadent Gas Limited as gas undertaker), 10 (expenses) and 11 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent Gas Limited, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Cadent Gas Limited are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

#### Commencement Information

**I120** Sch. 9 Pt. 3 para. 3 in force at 22.1.2021, see [art. 1](#)

### Apparatus of Cadent Gas Limited in streets subject to temporary stopping up

**4.—(1)** Without prejudice to the generality of any other protection afforded to Cadent Gas Limited elsewhere in the Order, where any street is stopped up under article 10 (temporary stopping up of streets), if Cadent Gas Limited has any apparatus in the street or accessed via that street Cadent Gas Limited will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will grant to Cadent Gas Limited, or will procure the



granting to Cadent Gas Limited of, legal easements reasonably satisfactory to Cadent Gas Limited in respect of such apparatus and access to it prior to the stopping up of any such street or highway.

(2) Notwithstanding the temporary stopping up under the powers of article 10, Cadent Gas Limited will be at liberty at all times to take all necessary access across any such street and/or to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that street.

**Commencement Information**

**I121** Sch. 9 Pt. 3 para. 4 in force at 22.1.2021, see [art. 1](#)

**Protective works to buildings**

**5.—**(1) The undertaker, in the case of the powers conferred by article 16 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent Gas Limited which will not unreasonably be withheld and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Cadent Gas Limited or any interruption in the supply of gas, the undertaker must bear and pay on demand the cost reasonably incurred by Cadent Gas Limited in making good such damage or restoring the supply; and, subject to sub-paragraph (2), shall—

- (a) pay compensation to Cadent Gas Limited for any loss sustained by it; and
- (b) indemnify Cadent Gas Limited against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by Cadent Gas Limited, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of Cadent Gas Limited or its contractors or workmen; and Cadent Gas Limited will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made by Cadent Gas Limited, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

**Commencement Information**

**I122** Sch. 9 Pt. 3 para. 5 in force at 22.1.2021, see [art. 1](#)

**Acquisition of land**

**6.—**(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any land interest or apparatus or override any easement or other interest of Cadent Gas Limited otherwise than by agreement (such agreement not to be unreasonably withheld).

(2) The undertaker and Cadent Gas Limited agree that where there is any inconsistency or duplication between the provisions set out in this Part relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent Gas Limited as of right or other use in relation to the apparatus, then the provisions in this Part shall prevail.

(3) Any agreement or consent granted by Cadent Gas Limited under paragraph 9 or any other paragraph of this Part, shall not be taken to constitute agreement under [F33 sub-paragraph (1)].

#### Textual Amendments

**F33** Words in Sch. 9 Pt. 3 para. 6(3) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

#### Commencement Information

**I123** Sch. 9 Pt. 3 para. 6 in force at 22.1.2021, see [art. 1](#)

### Removal of apparatus

7.—(1) If, in the exercise of the agreement reached in accordance with paragraph 6 or in any other authorised manner, the undertaker acquires any interest in any Order land in which any apparatus is placed, that apparatus must not be removed under this Part and any right of Cadent Gas Limited to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of Cadent Gas Limited in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works compromised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Cadent Gas Limited 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent Gas Limited reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Cadent Gas Limited to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights [F34—]

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent Gas Limited must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, save that this obligation shall not extend to the requirement for Cadent Gas Limited to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part must be constructed in such manner and in such line or situation as may be agreed between Cadent Gas Limited and the undertaker.

(5) Cadent Gas Limited must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to Cadent Gas Limited of any such facilities and rights as are referred to in sub-paragraph (2) or (3), then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.



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### Textual Amendments

**F34** Sch. 9 Pt. 3 para. 7(2) dash inserted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

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### Commencement Information

**I124** Sch. 9 Pt. 3 para. 7 in force at 22.1.2021, see [art. 1](#)

## Facilities and rights for alternative apparatus

**8.—(1)** Where, in accordance with the provisions of this Part, the undertaker affords to or secures for Cadent Gas Limited facilities and rights in land for the construction, use, maintenance and protection in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent Gas Limited and must be no less favourable on the whole to Cadent Gas Limited than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by Cadent Gas Limited.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent Gas Limited under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Cadent Gas Limited than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 15 (arbitration) and the arbitrator shall make such provision for the payment of compensation by the undertaker to Cadent Gas Limited as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph article 37 (arbitration) of this Order shall apply.

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### Commencement Information

**I125** Sch. 9 Pt. 3 para. 8 in force at 22.1.2021, see [art. 1](#)

## Retained apparatus: protection of Cadent Gas Limited as Gas Undertaker

**9.—(1)** Not less than 56 days before the commencement of any specified works the undertaker must submit to Cadent Gas Limited a plan and, if reasonably required by Cadent Gas Limited, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent Gas Limited under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) applies until Cadent Gas Limited has given written approval of the plan so submitted.

(4) Any approval of Cadent Gas Limited required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and

(b) must not be unreasonably withheld.

(5) In relation to a work to which sub-paragraphs (1) and (2) apply, Cadent Gas Limited may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraphs (1) and (2) or, as relevant, sub-paragraph (5), as amended from time to time by agreement between the undertaker and Cadent Gas Limited and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (7) or (8) by Cadent Gas Limited for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Cadent Gas Limited shall be entitled to watch and inspect the execution of those works.

(7) Where Cadent Gas Limited requires protective works to be carried out either by themselves or by the undertaker by itself (whether of a temporary or permanent nature) such protective works, must be carried out to Cadent Gas Limited's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) to which sub-paragraph (1) applies and Cadent Gas Limited must give 56 days' notice of such works from the date of submission of a plan in line with sub-paragraph (1) or (2) (except in an emergency).

(8) If Cadent Gas Limited in accordance with sub-paragraph (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, sub-paragraphs (1) to (3) and (6) to (7) apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(9) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works comprising the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Cadent Gas Limited notice as soon as is reasonably practicable and a plan of those works and must—

(a) comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances; and

(b) comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with Cadent Gas Limited's policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22” and Health and Safety Executive's “HSG47 Avoiding danger from underground services”.

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that Cadent Gas Limited retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 10.

**Commencement Information**

**I126** Sch. 9 Pt. 3 para. 9 in force at 22.1.2021, see [art. 1](#)

**Expenses**

**10.**—(1) Subject to the following provisions of this paragraph, the undertaker shall pay to Cadent Gas Limited on demand all charges, costs and expenses reasonably anticipated or incurred by Cadent Gas Limited in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus or alternative apparatus which may be required in consequence of the execution of any such works as are referred to in this Part including without limitation—

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that Cadent Gas Limited elects to use compulsory purchase powers to acquire any necessary rights under paragraph 7(3);
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, by arbitration in accordance with article 37 (arbitration) of this Order to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent Gas Limited by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to Cadent Gas Limited in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent Gas Limited any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

#### Commencement Information

**I127** Sch. 9 Pt. 3 para. 10 in force at 22.1.2021, see [art. 1](#)

#### Indemnity

**11.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purpose of those works) or property of Cadent Gas Limited, or there is any interruption in any service provided, or in the supply of any goods, by Cadent Gas Limited, or Cadent Gas Limited becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand the cost reasonably incurred by Cadent Gas Limited in making good such damage or restoring the supply; and
- (b) indemnify Cadent Gas Limited for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Cadent Gas Limited, by reason or in consequence of any such damage or interruption or Cadent Gas Limited becoming liable to any third party as aforesaid.

(2) The fact that any act or thing may have been done by Cadent Gas Limited on behalf of the undertaker or in accordance with a plan approved by Cadent Gas Limited or in accordance with any requirement of Cadent Gas Limited as a consequence of the authorised development or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of sub-paragraph (1) where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not materially accord with the approved plan or as otherwise agreed between the undertaker and Cadent Gas Limited.

- (3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of—
  - (a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent Gas Limited, its officers, servants, contractors or agents; and
  - (b) any authorised development or any other works authorised by this Part carried out by Cadent Gas Limited as an assignee, transferee or lessee of Cadent Gas Limited with the benefit of this Order pursuant to section 156 of the 2008 Act or article 5 (benefit of the Order) of this Order subject to the proviso that once such works become apparatus (“new

apparatus”), any works yet to be executed and not falling within this sub-paragraph (b) will be subject to the full terms of this Part including this paragraph 11 in respect of such new apparatus.

(4) Cadent Gas Limited must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made unless payment is required in connection with a statutory compensation scheme, without first consulting the undertaker and considering its representations.

(5) Cadent Gas Limited must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 11 applies. If requested to do so by the undertaker, Cadent Gas Limited shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 11 for claims reasonably incurred by Cadent Gas Limited.

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**Commencement Information**

**I128** Sch. 9 Pt. 3 para. 11 in force at 22.1.2021, see [art. 1](#)

**Enactments and agreements**

**12.** Save to the extent provided for to the contrary elsewhere in this Part or by agreement in writing between Cadent Gas Limited and the undertaker, nothing in this Part shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent Gas Limited in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

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**Commencement Information**

**I129** Sch. 9 Pt. 3 para. 12 in force at 22.1.2021, see [art. 1](#)

**Co-operation**

**13.—(1)** Where in consequence of the proposed construction of any of the authorised development, the undertaker or Cadent Gas Limited requires the removal of apparatus under paragraph 7(2) or Cadent Gas Limited makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent Gas Limited's undertaking and Cadent Gas Limited shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Cadent Gas Limited's consent, agreement or approval to is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by Cadent Gas Limited, it must not be unreasonably withheld or delayed.

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**Commencement Information**

**I130** Sch. 9 Pt. 3 para. 13 in force at 22.1.2021, see [art. 1](#)

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

## Access

14. If in consequence of the agreement reached in accordance with paragraph 6 or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Cadent Gas Limited to maintain or use the apparatus no less effectively than was possible before such obstruction.

### Commencement Information

**I131** Sch. 9 Pt. 3 para. 14 in force at 22.1.2021, see [art. 1](#)

## Arbitration

15. Save for differences or disputes arising under [<sup>F35</sup>paragraphs] 7(2), 7(4), 8(1), 9 and 11(5) any difference or dispute arising between the undertaker and Cadent Gas Limited under this Part must, unless otherwise agreed in writing between the undertaker and Cadent Gas Limited, be determined by arbitration in accordance with article 37 (arbitration).

### Textual Amendments

**F35** Word in Sch. 9 Pt. 3 para. 15 substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

### Commencement Information

**I132** Sch. 9 Pt. 3 para. 15 in force at 22.1.2021, see [art. 1](#)

## Notices

16. The plans submitted to Cadent Gas Limited by the undertaker pursuant to paragraph 9(1) must be sent to Cadent Gas Limited Plant Protection at [plantprotection@cadentgas.com](mailto:plantprotection@cadentgas.com) or such other address as Cadent Gas Limited may, in writing, from time to time appoint instead for that purpose and notify to the undertaker.

### Commencement Information

**I133** Sch. 9 Pt. 3 para. 16 in force at 22.1.2021, see [art. 1](#)

## PART 4

### PROTECTION FOR OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

1.—(1) For the protection of any operator, the following provisions, unless otherwise agreed in writing between the undertaker and the operator, have effect.

### Commencement Information

**I134** Sch. 9 Pt. 4 para. 1 in force at 22.1.2021, see [art. 1](#)

2. In this Part—

“the 2003 Act” means the Communications Act 2003 <sup>M47</sup>;

“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system is construed in accordance with paragraph 1(3A) of that code;

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 (networks, services and the radio spectrum) of the 2003 Act <sup>M48</sup>;

“electronic communications code network” means—

- (a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 (application of the electronic communications code) of the 2003 Act; and
- (b) an electronic communications network which the Secretary of State is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

“operator” means the operator of an electronic communications code network.

**Commencement Information**

**I135** Sch. 9 Pt. 4 para. 2 in force at 22.1.2021, see [art. 1](#)

**Marginal Citations**

**M47** 2003 c.21.

**M48** See section 106.

3. The exercise of the powers of article 28 (statutory undertakers) are subject to part 10 of Schedule 3A (the electronic communications code) to the 2003 Act.

**Commencement Information**

**I136** Sch. 9 Pt. 4 para. 3 in force at 22.1.2021, see [art. 1](#)

4.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or their construction, or of any subsidence resulting from any of those works—

- (a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works, or other property of an operator); or
- (b) there is any interruption in the supply of the service provided by an operator, the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and must—
  - (i) make reasonable compensation to an operator for loss sustained by it; and
  - (ii) indemnify an operator against claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, an operator by reason, or in consequence of, any such damage or interruption.

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand may be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this paragraph must be referred to and settled by arbitration under article 37 (arbitration).

**Commencement Information**

**I137** Sch. 9 Pt. 4 para. 4 in force at 22.1.2021, see [art. 1](#)

**5.** This Part does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or
- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

**Commencement Information**

**I138** Sch. 9 Pt. 4 para. 5 in force at 22.1.2021, see [art. 1](#)

**6.** Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I139** Sch. 9 Pt. 4 para. 6 in force at 22.1.2021, see [art. 1](#)

## PART 5

### PROTECTION OF NETWORK RAIL INFRASTRUCTURE LIMITED

**1.** The following provisions of this Part of this Schedule have effect unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 15 any other person on whom rights or obligations are conferred by that paragraph.

**Commencement Information**

**I140** Sch. 9 Pt. 5 para. 1 in force at 22.1.2021, see [art. 1](#)

**2.** In this Part—

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;



“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as amended from time to time, granted to Network Rail by the Secretary of State in exercise of powers under section 8 (licences) of the Railways Act 1993 <sup>M49</sup>;

“Network Rail” means Network Rail Infrastructure Limited (Company registration number 02904587) whose registered office is at 1 Eversholt Street, London, NW1 2DN and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition, “associated company” means any company which is (within the meaning of section 1159 of the Companies Act 2006 <sup>M50</sup>) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

“plans” includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail for the purposes of such railway or works, apparatus or equipment; and

“specified work” means so much of any of the authorised project as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and for the avoidance of doubt includes the exercise of the powers conferred by article 4 (power to maintain authorised project), article 12 (access to works), article 15 (discharge of water), article 17 (authority to survey and investigate the land onshore); article 34 (felling or lopping of trees and removal of hedgerows) and article 35 (trees subject to tree preservation orders) in respect of any railway property.

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#### **Commencement Information**

**I141** Sch. 9 Pt. 5 para. 2 in force at 22.1.2021, see [art. 1](#)

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#### **Marginal Citations**

**M49** 1993 c.43.

**M50** 2006 c.46.

**3.—(1)** Where under this Part Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

*Changes to legislation: There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)*

- (b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised project pursuant to this Order.

**Commencement Information**

**I142** Sch. 9 Pt. 5 para. 3 in force at 22.1.2021, see [art. 1](#)

4.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration under article 37 (arbitration).

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated disapproval of those plans and the grounds of disapproval, the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the opinion of the engineer should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using them (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified work), and such protective works as may be reasonably necessary for those purposes are to be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified work until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

**Commencement Information**

**I143** Sch. 9 Pt. 5 para. 4 in force at 22.1.2021, see [art. 1](#)

5.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 4(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 4;

- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of, a specified work, the undertaker must, regardless of any approval described in paragraph 5(1)(a), make good such damage and pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

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**Commencement Information**

**I144** Sch. 9 Pt. 5 para. 5 in force at 22.1.2021, see [art. 1](#)

6. The undertaker must—
- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
  - (b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

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**Commencement Information**

**I145** Sch. 9 Pt. 5 para. 6 in force at 22.1.2021, see [art. 1](#)

7. Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

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**Commencement Information**

**I146** Sch. 9 Pt. 5 para. 7 in force at 22.1.2021, see [art. 1](#)

8.—(1) If any permanent or temporary alterations or additions to railway property, are reasonably necessary in consequence of the construction of a specified work, or during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 4(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 9(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

#### Commencement Information

I147 Sch. 9 Pt. 5 para. 8 in force at 22.1.2021, see [art. 1](#)

**9.** The undertaker must pay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 4(3) or in constructing any protective works under paragraph 4(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, need to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified work, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

#### Commencement Information

I148 Sch. 9 Pt. 5 para. 9 in force at 22.1.2021, see [art. 1](#)

**10.—(1)** In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail's apparatus generated by the operation of the authorised project where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus; and

“Network Rail's apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised project) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that the EMI is not attributable to any change to Network Rail's apparatus carried out after approval of plans under paragraph 4(1) for the relevant part of the authorised project giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised project take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 4(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can reasonably be prevented only by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but Network Rail may, in its reasonable discretion select the means of prevention and the method of their execution, and in relation to such modifications paragraph 4(1) has effect subject to this sub-paragraph.

(6) If at any time prior to the commencement of the commercial operation of the authorised project and regardless of any measures adopted under sub-paragraph (3), the testing or commissioning of the authorised project causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of the EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) cease to use (or procure the cessation of use of) the undertaker's apparatus causing the EMI until all measures necessary have been taken to remedy the EMI by way of modification to the source of the EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of the EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of the EMI; and
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or the EMI.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

*Changes to legislation: There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)*

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;
- (b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 5.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 14(1) applies, subject to paragraphs 14(2) to 14(8), to the costs and expenses reasonably incurred or losses reasonably suffered by Network Rail through the implementation of the provisions of this paragraph (including costs reasonably incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 9(a) any modifications to Network Rail's apparatus under this paragraph is deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 37 (arbitration) to the Secretary of State shall be read as a reference to the Institution of Engineering and Technology for appointment of an arbitrator.

**Commencement Information**

**I149** Sch. 9 Pt. 5 para. 10 in force at 22.1.2021, see [art. 1](#)

**11.** If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

**Commencement Information**

**I150** Sch. 9 Pt. 5 para. 11 in force at 22.1.2021, see [art. 1](#)

**12.** The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

**Commencement Information**

**I151** Sch. 9 Pt. 5 para. 12 in force at 22.1.2021, see [art. 1](#)

**13.** Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work, provided that at least 56 days' prior notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, are to be paid by the undertaker to Network Rail.

**Commencement Information**

**I152** Sch. 9 Pt. 5 para. 13 in force at 22.1.2021, see [art. 1](#)

**14.—(1)** The undertaker must—

(a) pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part (but subject to the provisions of this paragraph) which may be occasioned to or reasonably incurred by Network Rail by reason of—

- (i) the construction or maintenance of a specified work or the failure of such a work; or
- (ii) any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work,

(b) indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission.

(2) The fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the supervision of the engineer shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(3) Network Rail must give the undertaker reasonable written notice of any such claim or demand and no settlement or compromise of such a claim or demand shall be made without the prior consent of the undertaker.

(4) In no circumstances is the undertaker liable to Network Rail under sub-paragraph (1) for any indirect or consequential loss or loss of profits, save that the sums payable by the undertaker under that sub-paragraph include a sum equivalent to the relevant costs in circumstances where—

- (a) Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator; and
- (b) the existence of that agreement and the extent of Network Rail's liability to make payment of the relevant costs pursuant to its terms has previously been disclosed in writing to the undertaker, but not otherwise.

(5) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(6) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs is, in the event of default, enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (5).

(7) Network Rail must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 14 applies. If requested to do so by the undertaker, Network Rail shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 14 for claims reasonably incurred by Network Rail.

(8) In this paragraph—

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by a train operator as a consequence of any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.



**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

**Commencement Information**

**I153** Sch. 9 Pt. 5 para. 14 in force at 22.1.2021, see [art. 1](#)

**15.** Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part (including the amount of the relevant costs mentioned in paragraph 14) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part (including any claim relating to those relevant costs).

**Commencement Information**

**I154** Sch. 9 Pt. 5 para. 15 in force at 22.1.2021, see [art. 1](#)

**16.** In the assessment of any sums payable to Network Rail under this Part no account must be taken of any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part or increasing the sums so payable.

**Commencement Information**

**I155** Sch. 9 Pt. 5 para. 16 in force at 22.1.2021, see [art. 1](#)

**17.** The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works plans and land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

**Commencement Information**

**I156** Sch. 9 Pt. 5 para. 17 in force at 22.1.2021, see [art. 1](#)

**18.** Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I (the provision of services) of the Railways Act 1993.

**Commencement Information**

**I157** Sch. 9 Pt. 5 para. 18 in force at 22.1.2021, see [art. 1](#)

**19.** The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent under article 5 (benefit of the Order) of this Order in relation to land within 15m of Network Rail's operational railway and any such notice must be given no later than 14 days before any such application is made and must describe or give (as appropriate)—



- (a) whether the application is for consent pursuant to article 5(2)(a) or 5(2)(b);
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

**Commencement Information**

**I158** Sch. 9 Pt. 5 para. 19 in force at 22.1.2021, see [art. 1](#)

**20.** In relation to any dispute arising under this Part that is referred to arbitration in accordance with article 37 (arbitration) of this Order, the undertaker will agree to any reasonable extension of time requested by Network Rail pursuant to paragraph 5(3) of Schedule 13 where Network Rail can demonstrate that it is unable (acting reasonably) to comply with the time limit due to timing constraints that may arise for Network Rail in obtaining clearance conditions and/or any engineering regulatory or stakeholder (internal or external) consents and/or assessing any matters of concern with regards to the safe operation of the railway.

**Commencement Information**

**I159** Sch. 9 Pt. 5 para. 20 in force at 22.1.2021, see [art. 1](#)

**21.** The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 36 (certification of plans and documents [<sup>F36</sup>] etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format reasonably specified by Network Rail.

**Textual Amendments**

**F36** Sch. 9 Pt. 5 para. 21 comma inserted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), [art. 1\(2\)](#), [Sch.](#)

**Commencement Information**

**I160** Sch. 9 Pt. 5 para. 21 in force at 22.1.2021, see [art. 1](#)

## PART 6

### FOR THE PROTECTION OF ANGLIAN WATER SERVICES LIMITED

**1.** For the protection of Anglian Water, the following provisions of this Schedule, unless otherwise agreed in writing between the undertaker and Anglian Water shall have effect.

**Commencement Information**

**I161** Sch. 9 Pt. 6 para. 1 in force at 22.1.2021, see [art. 1](#)

**2.** In this Part—

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

“Anglian Water” means Anglian Water Services Limited (company number 02366656) whose registered office is at Lancaster House, Lancaster Way, Ermine Business Park, Huntington, Cambridgeshire PE29 6XU;

“apparatus” means any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage and—

- (a) any drain or works vested in Anglian Water under the Water Industry Act 1991;
- (b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) <sup>M51</sup> (adoption of sewers and disposal works) of the Water Industry Act 1991 or an agreement to adopt made under section 104 <sup>M52</sup> (agreements to adopt sewer, drain or sewage disposal works at future date) of that Act,

and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 (general interpretation) of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land; and

“plan” includes sections, drawings, specifications and method statements.

#### Commencement Information

**I162** Sch. 9 Pt. 6 para. 2 in force at 22.1.2021, see [art. 1](#)

#### Marginal Citations

**M51** Section 102(4) was amended by the [Water Act 2003 \(c.37\)](#), [s96\(1\)](#) and the [Water Act 2014 \(c.21\)](#), [Schedule 7](#), paragraph 90.

**M52** Section 104 was amended by the [Water Act 2003 \(c.37\)](#), [s96](#) and the [Water Act 2014 \(c.21\)](#).

**3.** This Part does not apply to apparatus to the extent that the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

#### Commencement Information

**I163** Sch. 9 Pt. 6 para. 3 in force at 22.1.2021, see [art. 1](#)

**4.** The undertaker must not interfere with, build over or near to any apparatus within the Order land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling, the following distances to either side of the medial line of any apparatus—

- (a) 2.25 metres where the diameter of the pipe is less than 150 millimetres;
- (b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres;
- (c) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres; or
- (d) 6 metres where the diameter of the pipe exceeds 750 millimetres,

unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out the authorised development on behalf of the undertaker.

**Commencement Information**

**I164** Sch. 9 Pt. 6 para. 4 in force at 22.1.2021, see [art. 1](#)

5. The alteration, extension, removal or re-location of any apparatus shall not be implemented until—

- (a) any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2016 or other legislation and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals or agreement from Anglian Water not to be unreasonably withheld or delayed; and
- (b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and description of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water without delay for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

**Commencement Information**

**I165** Sch. 9 Pt. 6 para. 5 in force at 22.1.2021, see [art. 1](#)

6. In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension shall take place until Anglian Water has established to its reasonable satisfaction, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus or provide alternative apparatus. Anglian Water must use reasonable endeavours to establish contingency arrangements in a timely manner.

**Commencement Information**

**I166** Sch. 9 Pt. 6 para. 6 in force at 22.1.2021, see [art. 1](#)

7. Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker shall, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 37 (arbitration).

**Commencement Information**

**I167** Sch. 9 Pt. 6 para. 7 in force at 22.1.2021, see [art. 1](#)

8. If the undertaker is unable to create the new rights referred to in paragraph 7, Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible, use its reasonable endeavours to obtain the necessary rights.

*Changes to legislation: There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)*

**Commencement Information**

**I168** Sch. 9 Pt. 6 para. 8 in force at 22.1.2021, see [art. 1](#)

9. If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker must provide such alternative means of access to such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

**Commencement Information**

**I169** Sch. 9 Pt. 6 para. 9 in force at 22.1.2021, see [art. 1](#)

10. If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the undertaker, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection as other Anglian Water assets.

**Commencement Information**

**I170** Sch. 9 Pt. 6 para. 10 in force at 22.1.2021, see [art. 1](#)

11. If for any reason or in consequence of the construction of any of the works referred to in paragraphs 3 and 5 above any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and
- (b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs properly and reasonably incurred by Anglian Water,

by reason or in consequence of any such damage or interruption.

**Commencement Information**

**I171** Sch. 9 Pt. 6 para. 11 in force at 22.1.2021, see [art. 1](#)

12. Nothing in paragraph 11 above imposes any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the act, neglect or default of Anglian Water, its officer, servants, contractors or agents.

**Commencement Information**

**I172** Sch. 9 Pt. 6 para. 12 in force at 22.1.2021, see [art. 1](#)

13. Anglian Water must give the undertaker reasonable notice of any claim or demand pursuant to paragraph 11 and must consider its representations before proceeding further in respect of the claim or demand.

**Commencement Information**

**I173** Sch. 9 Pt. 6 para. 13 in force at 22.1.2021, see [art. 1](#)

**14.** Anglian Water must use its reasonable endeavours to mitigate in whole or in part and to minimise any claim, costs, expenses, loss, demands and penalties pursuant to paragraph 11. If requested to do so by the undertaker, Anglian Water shall provide an explanation of how the claim has been minimised.

**Commencement Information**

**I174** Sch. 9 Pt. 6 para. 14 in force at 22.1.2021, see [art. 1](#)

**15.** Any difference or dispute arising between the undertaker and Anglian Water under this Part must, unless otherwise agreed in writing between the undertaker and Anglian Water, be determined by arbitration in accordance with article 37(arbitration).

**Commencement Information**

**I175** Sch. 9 Pt. 6 para. 15 in force at 22.1.2021, see [art. 1](#)

## **PART 7**

### **FOR THE PROTECTION OF THE ENVIRONMENT AGENCY AND DRAINAGE AUTHORITIES**

**1.** The provisions of this Part have effect for the protection of a drainage authority unless otherwise agreed in writing between undertaker and the drainage authority.

**Commencement Information**

**I176** Sch. 9 Pt. 7 para. 1 in force at 22.1.2021, see [art. 1](#)

**2.** In this Part—

“construction” includes execution, placing, altering, replacing, relaying and removal; and  
“construct” and “constructed” must be construed accordingly;

“drainage authority” means—

(a) in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibitions of obstructions etc in watercourses) of the Land Drainage Act 1991 <sup>M53</sup>; and

(b) in relation to a main river or any sea defence work, the Environment Agency;

“drainage work” means any watercourse includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence, sea defence or tidal monitoring;

“ordinary watercourse” has the meaning given in the Land Drainage Act 1991(<sup>M54</sup>);

“plans” includes sections, drawings, specifications and method statements; and

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 16 metres of a drainage work or is otherwise likely to—

- (a) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
- (b) affect the flow, purity, or quality of water in any watercourse; or
- (c) affect the conservation, distribution or use of water resources.

#### Commencement Information

**I177** Sch. 9 Pt. 7 para. 2 in force at 22.1.2021, see [art. 1](#)

#### Marginal Citations

**M53** c.23. Section 23 was amended by the [Environment Act 1995 \(c.29\)](#), [Schedule 22](#), paragraph 192 and the [Flood and Water Management Act 2010 \(c.29\)](#), [Schedule 2](#), paragraph 32.

**M54** See section 72(1).

**3.—(1)** Before beginning to construct any specified work, the undertaker must submit to the drainage authority plans of the specified work and such further particulars available to it as the drainage authority may within 28 days of the submission of the plans reasonably require.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority or determined under sub-paragraph 3.

(3) Any approval of the drainage authority required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within 2 months of the submission of the plans for approval (or submission of further particulars if required by the drainage authority under sub-paragraph (1)) or, in the case of a refusal, if it is not accompanied by a statement of the grounds of refusal; and
- (c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work or, where the drainage authority is the Environment Agency, for the protection of water resources for the prevention of pollution or in the discharge of its environmental duties.

(4) The drainage authority must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph 3(3)(b).

#### Commencement Information

**I178** Sch. 9 Pt. 7 para. 3 in force at 22.1.2021, see [art. 1](#)

**4.** Without limiting paragraph 3, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

**Commencement Information**

**I179** Sch. 9 Pt. 7 para. 4 in force at 22.1.2021, see [art. 1](#)

**5.—(1)** Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 4, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part; and
- (b) to the reasonable satisfaction of the drainage authority,

and an officer of the drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the drainage authority—

- (a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and
- (b) notice in writing of its completion not later than 7 days after the date on which it is brought into use.

(3) If the drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before the construction of the specified work.

(4) If any part of a specified work or any protective work required by the drainage authority is constructed otherwise than in accordance with the requirements of this Part, the drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the drainage authority reasonably requires.

(5) Subject to sub-paragraph (6), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the drainage authority may execute the works specified in the notice, and any expenditure incurred by it in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the drainage authority must not except in emergency exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined.

**Commencement Information**

**I180** Sch. 9 Pt. 7 para. 5 in force at 22.1.2021, see [art. 1](#)

**6.—(1)** Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of any specified work maintain in good repair and condition and free from obstruction any drainage work that is situated within the limits of deviation on land held by the undertaker for the purposes of or in connection with the specified work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.



**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

(2) If any drainage work that the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the drainage authority, the drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the drainage authority reasonably requires.

(3) If, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the drainage authority may do what is necessary for such compliance and may recover any expenditure reasonably incurred by it in so doing from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the drainage authority must not except in a case of emergency exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined.

(5) This paragraph does not apply to—

- (a) drainage works that are vested in the drainage authority or that the drainage authority or another person is liable to maintain and is not prevented by this Order from so doing; and
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part.

#### Commencement Information

**I181** Sch. 9 Pt. 7 para. 6 in force at 22.1.2021, see [art. 1](#)

7. If by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes is impaired, or the drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker to the reasonable satisfaction of the drainage authority and, if the undertaker fails to do so, the drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

#### Commencement Information

**I182** Sch. 9 Pt. 7 para. 7 in force at 22.1.2021, see [art. 1](#)

8. The undertaker must indemnify the drainage authority in respect of all costs, charges and expenses that the drainage authority may reasonably incur, have to pay or may sustain—

- (a) in the examination or approval of plans under this Part;
- (b) in inspecting the construction of any specified work or any protective works required by the drainage authority under this Part; and
- (c) in carrying out of any surveys or tests by the drainage authority that are reasonably required in connection with the construction of the specified work.

#### Commencement Information

**I183** Sch. 9 Pt. 7 para. 8 in force at 22.1.2021, see [art. 1](#)



9.—(1) Without limiting the other provisions of this Part, the undertaker must indemnify the drainage authority in respect of all claims, demands, proceedings, costs, damages, expenses or loss that may be made or taken against, recovered from or incurred by, the drainage authority by reason of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any raising or lowering of the water table in land adjoining the authorised development or any sewers, drains and watercourses; or
- (c) any flooding or increased flooding of any such land; and
- (d) where the drainage authority is the Environment Agency, inadequate water quality in any watercourse or other surface waters or in any groundwater,

that is caused by the construction of any specified work or any act or omission of the undertaker, its contractors, agents or employees whilst engaged on the work.

(2) The drainage authority must give to the undertaker reasonable notice of any such claim or demand, and no settlement or compromise may be made without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

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**Commencement Information**

**I184** Sch. 9 Pt. 7 para. 9 in force at 22.1.2021, see [art. 1](#)

10. The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part.

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**Commencement Information**

**I185** Sch. 9 Pt. 7 para. 10 in force at 22.1.2021, see [art. 1](#)

11. Any dispute between the undertaker and the drainage authority under this Part, if the parties agree, must be determined by arbitration under article 37 (arbitration), but otherwise must be determined by the Secretary of State for Environment, Food and Rural Affairs and [<sup>F37</sup>the Secretary of State for Energy Security and Net Zero] acting jointly on a reference to them by the undertaker or the drainage authority, after notice in writing by one to the other.

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**Textual Amendments**

**F37** Words in Sch. 9 Pt. 7 para. 11 substituted (3.5.2023) by The Secretaries of State for Energy Security and Net Zero, for Science, Innovation and Technology, for Business and Trade, and for Culture, Media and Sport and the Transfer of Functions (National Security and Investment Act 2021 etc) Order 2023 (S.I. 2023/424), art. 1(2), [Sch. para. 67](#) (with art. 17)

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**Commencement Information**

**I186** Sch. 9 Pt. 7 para. 11 in force at 22.1.2021, see [art. 1](#)

## PART 8

### FOR THE PROTECTION OF NORFOLK VANGUARD

1. The provisions of this Part apply for the protection of Vanguard unless otherwise agreed in writing between the undertaker and Vanguard.

#### Commencement Information

**I187** Sch. 9 Pt. 8 para. 1 in force at 22.1.2021, see [art. 1](#)

2. In this Part—

“apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Vanguard or its successor in title within the Norfolk Vanguard Order land;

“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and “construct” and “constructed” must be construed accordingly;

“Crossing Area” means the land within land parcels 16-001, 16-002, 16-003 and 16-004 shown on the land plans and described in the book of reference;

“Norfolk Vanguard Order” means the Norfolk Vanguard Offshore Wind Farm Order as granted by the Secretary of State on 1 July 2020;

“Norfolk Vanguard Order land” means Order land as defined in the Norfolk Vanguard Order;

“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the Norfolk Vanguard Order land;

“proposed Norfolk Vanguard Cable Corridor” means the proposed location for any electrical circuit(s) and construction compound(s) permitted by the Norfolk Vanguard Order within the Norfolk Vanguard Order land;

“specified works” means so much of any works or operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

- (a) within the Crossing Area;
- (b) in, on, under, over or within 25 metres of the proposed Norfolk Vanguard Cable Corridor or any apparatus; or
- (c) may in any way adversely affect any apparatus; and

“Vanguard” means an undertaker with the benefit of all or part of the Norfolk Vanguard Order for the time being.

#### Commencement Information

**I188** Sch. 9 Pt. 8 para. 2 in force at 22.1.2021, see [art. 1](#)

3. The consent of Vanguard under this Part is not required where the Norfolk Vanguard Order has expired without the authorised development having been commenced pursuant to requirement 1 of Schedule 1 to the Norfolk Vanguard Order.

**Commencement Information**

**I189** Sch. 9 Pt. 8 para. 3 in force at 22.1.2021, see [art. 1](#)

4. Where conditions are included in any consent granted by Vanguard pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Vanguard.

**Commencement Information**

**I190** Sch. 9 Pt. 8 para. 4 in force at 22.1.2021, see [art. 1](#)

5. The undertaker must not under the powers of this Order—
- (a) acquire, extinguish, suspend, override or interfere with any rights that Vanguard has in respect of any apparatus or the proposed Norfolk Vanguard Cable Corridor;
  - (b) acquire the Norfolk Vanguard Order land or acquire any new rights or impose restrictive covenants or exercise any powers of temporary use over or in relation to the Norfolk Vanguard Order land without the consent of Vanguard, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

**Commencement Information**

**I191** Sch. 9 Pt. 8 para. 5 in force at 22.1.2021, see [art. 1](#)

6.—(1) The undertaker must not under the powers of this Order carry out any specified works without the consent of Vanguard, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Vanguard does not respond within 30 days then consent is deemed to be given.

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to Vanguard and must submit such further particulars available to it that Vanguard may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Vanguard.

(4) Any approval of Vanguard required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus or the proposed Norfolk Vanguard Cable Corridor or for securing access to any apparatus or the proposed Norfolk Vanguard Cable Corridor.

(5) Without limiting sub-paragraph (1), it is not reasonable for Vanguard to withhold or delay any consent or approval under this Part in relation to specified works in, on, under, or over the Crossing Area solely on the basis of thermal interaction where the plans of the specified works submitted under sub-paragraph (2) demonstrate that all reasonable steps have been taken to minimise thermal interaction between the specified works and any apparatus or the proposed Norfolk Vanguard Cable Corridor.

(6) Where Vanguard requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Vanguard's reasonable satisfaction.

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any specified works,

new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.

**Commencement Information**

**I192** Sch. 9 Pt. 8 para. 6 in force at 22.1.2021, see [art. 1](#)

7.—(1) The undertaker must give to Vanguard not less than 28 days' written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of their construction, must give Vanguard written notice of the completion.

(2) The undertaker is not required to comply with paragraph 6 or sub-paragraph (1) in a case of emergency, but in that case it must give to Vanguard notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonable practicable subsequently and must comply with paragraph 6 in so far as is reasonably practicable in the circumstances.

**Commencement Information**

**I193** Sch. 9 Pt. 8 para. 7 in force at 22.1.2021, see [art. 1](#)

8. The undertaker must at all reasonable times during construction of the specified works allow Vanguard and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

**Commencement Information**

**I194** Sch. 9 Pt. 8 para. 8 in force at 22.1.2021, see [art. 1](#)

9.—(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Vanguard requiring the undertaker to do so, remove the temporary works in, on, under, over, or within the Crossing Area.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Vanguard may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

**Commencement Information**

**I195** Sch. 9 Pt. 8 para. 9 in force at 22.1.2021, see [art. 1](#)

10. If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Vanguard to maintain or use the apparatus no less effectively than was possible before the obstruction.

**Commencement Information**

**I196** Sch. 9 Pt. 8 para. 10 in force at 22.1.2021, see [art. 1](#)

11. The undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Vanguard to the proposed Norfolk Vanguard Cable Corridor.

**Commencement Information**

**I197** Sch. 9 Pt. 8 para. 11 in force at 22.1.2021, see [art. 1](#)

**12.** To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order within the Crossing Area request up-to-date written confirmation from Vanguard of the location of any apparatus or the proposed Norfolk Vanguard Cable Corridor.

**Commencement Information**

**I198** Sch. 9 Pt. 8 para. 12 in force at 22.1.2021, see [art. 1](#)

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

**Commencement Information**

**I199** Sch. 9 Pt. 8 para. 13 in force at 22.1.2021, see [art. 1](#)

**14.** The undertaker must pay to Vanguard the reasonable expenses incurred by Vanguard in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the proposed Norfolk Vanguard Cable Corridor.

**Commencement Information**

**I200** Sch. 9 Pt. 8 para. 14 in force at 22.1.2021, see [art. 1](#)

**15.—(1)** Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Vanguard, or Vanguard becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Vanguard in making good such damage or restoring the service or supply; and
- (b) compensate Vanguard for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Vanguard, by reason or in consequence of any such damage or interruption or Vanguard becoming liable to any third party as aforesaid.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Vanguard, its officers, servants, contractors or agents.

(3) Vanguard must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) Vanguard must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 15 applies. If requested to do so by the undertaker, Vanguard shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 15 for claims reasonably incurred by Vanguard.

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

(5) The fact that any work or thing has been executed or done with the consent of Vanguard and in accordance with any conditions or restrictions prescribed by Vanguard or in accordance with any plans approved by Vanguard or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

**Commencement Information**

**I201** Sch. 9 Pt. 8 para. 15 in force at 22.1.2021, see [art. 1](#)

**16.** Any dispute arising between the undertaker and Vanguard under this Part must be determined by arbitration under article 37 (arbitration).

**Commencement Information**

**I202** Sch. 9 Pt. 8 para. 16 in force at 22.1.2021, see [art. 1](#)

## PART 9

### FOR THE PROTECTION OF NORFOLK BOREAS

**1.** The provisions of this Part apply for the protection of Boreas unless otherwise agreed in writing between the undertaker and Boreas.

**Commencement Information**

**I203** Sch. 9 Pt. 9 para. 1 in force at 22.1.2021, see [art. 1](#)

**2.** In this Part—

“apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Boreas or its successor in title within the Norfolk Boreas Order Land;

“Boreas” means an undertaker with the benefit of all or part of the Norfolk Boreas Order for the time being;

“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and “construct” and “constructed” must be construed accordingly;

“Crossing Area” means the land within land parcels 16-001, 16-002, 16-003 and 16-004 shown on the land plans and described in the book of reference;

“Norfolk Boreas Order” means a development consent order granted by the Secretary of State following an application by Norfolk Boreas Limited for the [<sup>F38</sup>Norfolk Boreas Offshore Wind Farm;]

“Norfolk Boreas Order land” means Order land as defined in the Norfolk Boreas Order;

“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the Norfolk Boreas Order land;

“proposed Norfolk Boreas Cable Corridor” means the proposed location for any electrical circuit(s) and construction compound(s) permitted by the Norfolk Boreas Order within the Norfolk Boreas Order land; and

“specified works” means so much of any works or operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

- (a) within the Crossing Area;
- (b) in, on, under, over or within 25 metres of the proposed Norfolk Boreas Cable Corridor or any apparatus; or
- (c) may in any way adversely affect any apparatus.

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**Textual Amendments**

**F38** Words in [Sch. 9 Pt. 9 para. 2](#) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), [art. 1\(2\)](#), [Sch.](#)

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**Commencement Information**

**I204** [Sch. 9 Pt. 9 para. 2](#) in force at 22.1.2021, see [art. 1](#)

**3.** The consent of Boreas under this Part is not required where the Norfolk Boreas Order has expired without the authorised development having been commenced pursuant to any requirement of Schedule 1 to the Norfolk Boreas Order.

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**Commencement Information**

**I205** [Sch. 9 Pt. 9 para. 3](#) in force at 22.1.2021, see [art. 1](#)

**4.** Where conditions are included in any consent granted by Boreas pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Boreas.

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**Commencement Information**

**I206** [Sch. 9 Pt. 9 para. 4](#) in force at 22.1.2021, see [art. 1](#)

- 5.** The undertaker must not under the powers of this Order—
- (a) acquire, extinguish, suspend, override or interfere with any rights that Boreas has in respect of any apparatus or the proposed Norfolk Boreas Cable Corridor;
  - (b) acquire the Norfolk Boreas Order land or acquire any new rights or impose restrictive covenants or exercise any powers of temporary use over or in relation to the Norfolk Boreas Order land without the consent of Boreas, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

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**Commencement Information**

**I207** [Sch. 9 Pt. 9 para. 5](#) in force at 22.1.2021, see [art. 1](#)

**6.—(1)** The undertaker must not under the powers of this Order carry out any specified works without the consent of Boreas, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Boreas does not respond within 30 days then consent is deemed to be given.



**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to Boreas and must submit such further particulars available to it that Boreas may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Boreas.

(4) Any approval of Boreas required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus or the proposed Norfolk Boreas Cable Corridor or for securing access to any apparatus or the proposed Norfolk Boreas Cable Corridor [<sup>F39</sup>.]

(5) Without limiting sub-paragraph (1), it is not reasonable for Boreas to withhold or delay any consent or approval under this Part in relation to specified works in, on, under, or over the Crossing Area solely on the basis of thermal interaction where the plans of the specified works submitted under sub-paragraph (2) demonstrate that all reasonable steps have been taken to minimise thermal interaction between the specified works and any apparatus or the proposed Norfolk Boreas Cable Corridor.

(6) Where Boreas requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Boreas's reasonable satisfaction.

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any specified works, new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.

#### Textual Amendments

**F39** Sch. 9 Pt. 9 para. 6(4) full stop substituted for semi-colon (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

#### Commencement Information

**I208** Sch. 9 Pt. 9 para. 6 in force at 22.1.2021, see [art. 1](#)

7.—(1) The undertaker must give to Boreas not less than 28 days' written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of their construction, must give Boreas written notice of the completion.

(2) The undertaker is not required to comply with paragraph 6 or sub-paragraph (1) in a case of emergency, but in that case it must give to <sup>F40</sup>... Boreas notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonable practicable subsequently and must comply with paragraph 6 in so far as is reasonably practicable in the circumstances.

#### Textual Amendments

**F40** Word in [Sch. 9 Pt. 9 para. 7\(2\)](#) omitted (21.5.2021) by virtue of [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

#### Commencement Information

**I209** Sch. 9 Pt. 9 para. 7 in force at 22.1.2021, see [art. 1](#)



8. The undertaker must at all reasonable times during construction of the specified works allow Boreas and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

.....  
**Commencement Information**

**I210** Sch. 9 Pt. 9 para. 8 in force at 22.1.2021, see [art. 1](#)

9.—(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Boreas requiring the undertaker to do so, remove the temporary works in, on, under, over, or within the Crossing Area.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Boreas may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

.....  
**Commencement Information**

**I211** Sch. 9 Pt. 9 para. 9 in force at 22.1.2021, see [art. 1](#)

10. If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Boreas to maintain or use the apparatus no less effectively than was possible before the obstruction.

.....  
**Commencement Information**

**I212** Sch. 9 Pt. 9 para. 10 in force at 22.1.2021, see [art. 1](#)

11. The undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Boreas to the proposed Norfolk Boreas Cable Corridor.

.....  
**Commencement Information**

**I213** Sch. 9 Pt. 9 para. 11 in force at 22.1.2021, see [art. 1](#)

12. To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order within the Crossing Area request up-to-date written confirmation from Boreas of the location of any apparatus or the proposed Norfolk Boreas Cable Corridor.

.....  
**Commencement Information**

**I214** Sch. 9 Pt. 9 para. 12 in force at 22.1.2021, see [art. 1](#)

13. The undertaker and Boreas must each act in good faith and use reasonable endeavours to cooperate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part.

*Changes to legislation: There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)*

**Commencement Information**

**I215** Sch. 9 Pt. 9 para. 13 in force at 22.1.2021, see [art. 1](#)

**14.** The undertaker must pay to Boreas the reasonable expenses incurred by Boreas in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the proposed Norfolk Boreas Cable Corridor.

**Commencement Information**

**I216** Sch. 9 Pt. 9 para. 14 in force at 22.1.2021, see [art. 1](#)

**15.—**(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Boreas, or Boreas becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Boreas in making good such damage or restoring the service or supply; and
- (b) compensate Boreas for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Boreas, by reason or in consequence of any such damage or interruption or Boreas becoming liable to any third party as aforesaid.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Boreas, its officers, servants, contractors or agents.

(3) Boreas must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) Boreas must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 15 applies. If requested to do so by the undertaker, Boreas shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 15 for claims reasonably incurred by Boreas.

(5) The fact that any work or thing has been executed or done with the consent of Boreas and in accordance with any conditions or restrictions prescribed by Boreas or in accordance with any plans approved by Boreas or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

**Commencement Information**

**I217** Sch. 9 Pt. 9 para. 15 in force at 22.1.2021, see [art. 1](#)

**16.** Any dispute arising between the undertaker and Boreas under this Part must be determined by arbitration under article 37 (arbitration).

**Commencement Information**

**I218** Sch. 9 Pt. 9 para. 16 in force at 22.1.2021, see [art. 1](#)

SCHEDULE 10

Article 34

**PART 1**

**REMOVAL OF HEDGEROWS**

**Commencement Information**

**I219** Sch. 10 Pt. 1 in force at 22.1.2021, see [art. 1](#)

<b><i>(1) Area</i></b>	<b><i>(2) Location of hedgerow</i></b>
North Norfolk District	The hedgerow shown between points 1a and 1b on sheet 1 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 2a and 2b on sheet 1 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 3a and 3b on sheet 1 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 4a and 4b on sheet 1 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 5a and 5b on sheet 1 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 7a and 7b on sheet 1 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 8a and 8b on sheet 1 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 9a and 9b on sheet 2 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 10a and 10b on sheet 2 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 11a and 11b on sheet 2 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 12a and 12b on sheet 2 of the tree preservation order and hedgerow plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

North Norfolk District	The hedgerow shown between points 13a and 13b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 14a and 14b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 15a and 15b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 16a and 16b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 17a and 17b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 18a and 18b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 19a and 19b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 20a and 20b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 21a and 21b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 22a and 22b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 22b and 22c on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 23a and 23b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 25a and 25b on sheets 3 and 4 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 26a and 26b on sheets 3 and 4 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 27a and 27b on sheets 3 and 4 of the tree preservation order and hedgerow plan

North Norfolk District	The hedgerow shown between points 29a and 29b on sheet 4 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 30a and 30b on sheet 4 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 32a and 32b on sheet 4 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 33a and 33b on sheet 4 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 34a and 34b on sheet 4 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 39a and 39b on sheet 5 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 43a and 43b on sheet 7 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 44a and 44b on sheet 7 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 45a and 45b on sheet 7 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 47a and 47b on sheet 7 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 50a and 50b on sheet 8 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 51a and 51b on sheet 8 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 52a and 52b on sheet 8 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 53a and 53b on sheet 8 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 54a and 54b on sheet 8 of the tree preservation order and hedgerow plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

North Norfolk District	The hedgerow shown between points 55a and 55b on sheet 8 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 56a and 56b on sheet 8 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 57a and 57b on sheets 8 and 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 58a and 58b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 59a and 59b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 60a and 60b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 61a and 61b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 62a and 62b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 63a and 63b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 64a and 64b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 65a and 65b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 66a and 66b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 67a and 67b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 68a and 68b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 69a and 69b on sheet 9 of the tree preservation order and hedgerow plan

North Norfolk District	The hedgerow shown between points 70a and 70b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 71a and 71b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 72a and 72b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 73a and 73b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 74a and 74b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 75a and 75b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 76a and 76b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 77a and 77b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 78a and 78b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 80a and 80b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 81a and 81b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 82a and 82b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 83a and 83b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 85a and 85b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 85c and 85d on sheet 9 of the tree preservation order and hedgerow plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

North Norfolk District	The hedgerow shown between points 85e and 85f on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 86a and 86b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 87a and 87b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 88a and 88b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 89a and 89b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 90a and 90b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 92a and 92b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 93a and 93b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 94a and 94b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 95a and 95b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 96a and 96b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 97a and 97b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 98a and 98b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 100a and 100b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 102a and 102b on sheet 10 of the tree preservation order and hedgerow plan



North Norfolk District	The hedgerow shown between points 103a and 103b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 104a and 104b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 105a and 105b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 106a and 106b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 107a and 107b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 108a and 108b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 109a and 109b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 110a and 110b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 111a and 111b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 112a and 112b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 115a and 115b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 116a and 116b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 122a and 122b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 123a and 123b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 124a and 124b on sheet 13 of the tree preservation order and hedgerow plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

Broadland District	The hedgerow shown between points 125a and 125b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 128a and 128b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 129a and 129b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 131a and 131b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 132a and 132b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 133a and 133b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 134a and 134b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 135a and 135b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 136a and 136b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 137a and 137b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 138a and 138b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 139a and 139b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 140a and 140b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 141a and 141b on sheet 15 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 142a and 142b on sheet 15 of the tree preservation order and hedgerow plan

Broadland District	The hedgerow shown between points 143a and 143b on sheet 15 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 144a and 144b on sheet 15 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 145a and 145b on sheet 15 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 146a and 146b on sheet 15 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 147a and 147b on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 149a and 149b on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 150a and 150b on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 152a and 152b on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 155a and 155b on sheet 17 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 156a and 156b on sheet 17 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 157a and 157b on sheet 18 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 158a and 158b on sheet 18 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 160a and 160b on sheet 18 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 161a and 161b on sheet 18 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 162a and 162b on sheet 18 of the tree preservation order and hedgerow plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

Broadland District	The hedgerow shown between points 163a and 163b on sheet 19 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 164a and 164b on sheet 19 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 165a and 165b on sheet 19 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 167a and 167b on sheet 19 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 168a and 168b on sheet 19 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 169a and 169b on sheet 19 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 170a and 170b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 171a and 171b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 172a and 172b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 177a and 177b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 178a and 178b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 179a and 179b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 180a and 180b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 181a and 181b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 182a and 182b on sheet 21 of the tree preservation order and hedgerow plan

Broadland District	The hedgerow shown between points 183a and 183b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 184a and 184b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 185a and 185b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 186a and 186b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 187a and 187b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 188a and 188b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 190a and 190b on sheet 22 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 191a and 191b on sheet 22 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 192a and 192b on sheet 22 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 193a and 193b on sheet 23 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 194a and 194b on sheet 23 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 195a and 195b on sheet 23 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 196a and 196b on sheet 23 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 197a and 197b on sheet 23 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 199a and 199b on sheet 23 of the tree preservation order and hedgerow plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

Broadland District	The hedgerow shown between points 201a and 201b on sheet 24 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 202a and 202b on sheet 24 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 208a and 208b on sheet 24 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 209a and 209b on sheet 25 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 210a and 210b on sheet 25 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 211a and 211b on sheet 25 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 213a and 213b on sheet 25 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 215a and 215b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 216a and 216b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 217a and 217b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 218a and 218b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 219a and 219b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 220a and 220b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 221a and 221b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 223a and 223b on sheet 26 of the tree preservation order and hedgerow plan

South Norfolk District	The hedgerow shown between points 224a and 224b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 225a and 225b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 226a and 226b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 227a and 227b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 232a and 232b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 233a and 233b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 234a and 234b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 235a and 235b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 236a and 236b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 237a and 237b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 238a and 238b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 239a and 239b on sheets 27 and 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 240a and 240b on sheets 27 and 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 241a and 241b on sheets 27 and 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 242a and 242b on sheet 28 of the tree preservation order and hedgerow plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

South Norfolk District	The hedgerow shown between points 243a and 243b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 246a and 246b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 246c and 246d on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 247a and 247b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 248a and 248b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 252a and 252b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 253a and 253b on sheets 28 and 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 254a and 254b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 256a and 256b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 258a and 258b on sheets 28 and 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 259a and 259b on sheets 28 and 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 262a and 262b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 263a and 263b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 264a and 264b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 266a and 266b on sheet 29 of the tree preservation order and hedgerow plan



South Norfolk District	The hedgerow shown between points 267a and 267b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 268a and 268b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 269a and 269b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 270a and 270b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 271a and 271b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 272a and 272b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 275a and 275b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 276a and 276b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 278a and 278b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 281a and 281b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 282a and 282b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 283a and 283b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 284a and 284b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 285a and 285b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 286a and 286b on sheet 30 of the tree preservation order and hedgerow plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

South Norfolk District	The hedgerow shown between points 287a and 287b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 288a and 288b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 289a and 289b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 290a and 290b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 291a and 291b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 292a and 292b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 293a and 293b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 294a and 294b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 296a and 296b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 297a and 297b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 298a and 298b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 299a and 299b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 300a and 300b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 301a and 301b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 303a and 303b on sheet 32 of the tree preservation order and hedgerow plan

South Norfolk District	The hedgerow shown between points 304a and 304b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 306a and 306b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 308a and 308b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 310a and 310b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 311a and 311b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 312a and 312b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 313a and 313b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 314a and 314b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 315a and 315b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 317a and 317b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 319a and 319b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 322a and 322b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 326a and 326b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 329a and 329b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 338a and 338b on sheet 34 of the tree preservation order and hedgerow plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

South Norfolk District	The hedgerow shown between points 340a and 340b on sheet 34 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 341a and 341b on sheets 35 and 36 of the tree preservation order and hedgerow plan

## PART 2

### REMOVAL OF IMPORTANT HEDGEROWS

#### Commencement Information

**I220** Sch. 10 Pt. 2 in force at 22.1.2021, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Reference of hedgerow</i>
North Norfolk District	The hedgerow shown between points 6a and 6b on sheet 1 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 24a and 24b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 28a and 28b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 31a and 31b on sheet 4 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 35a and 35b on sheet 5 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 36a and 36b on sheet 5 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 37a and 37b on sheet 5 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 38a and 38b on sheet 5 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 40a and 40b on sheet 6 of the tree preservation order and hedgerow plan

North Norfolk District	The hedgerow shown between points 42a and 42b on sheet 6 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 46a and 46b on sheet 7 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 48a and 48b on sheet 7 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 49a and 49b on sheets 7 and 8 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 79a and 79b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 84a and 84b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 91a and 91b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 99a and 99b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 101a and 101b on sheet 10 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 113a and 113b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 114a and 114b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 117a and 117b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 118a and 118b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 120a and 120b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 126a and 126b on sheet 13 of the tree preservation order and hedgerow plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

Broadland District	The hedgerow shown between points 127a and 127b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 130a and 130b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 148a and 148b on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 151a and 151b on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 151c and 151d on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 153a and 153b on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 154a and 154b on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 166a and 166b on sheet 19 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 173a and 173b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 174a and 174b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 175a and 175b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 176a and 176b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 189a and 189b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 198a and 198b on sheet 23 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 200a and 200b on sheet 23 of the tree preservation order and hedgerow plan

South Norfolk District	The hedgerow shown between points 203a and 203b on sheet 24 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 204a and 204b on sheet 24 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 205a and 205b on sheet 24 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 206a and 206b on sheet 24 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 207a and 207b on sheet 24 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 212a and 212b on sheet 25 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 214a and 214b on sheet 25 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 222a and 222b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 228a and 228b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 229a and 229b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 230a and 230b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 231a and 231b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 245a and 245b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 249a and 249b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 250a and 250b on sheet 28 of the tree preservation order and hedgerow plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

South Norfolk District	The hedgerow shown between points 251a and 251b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 255a and 255b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 257a and 257b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 261a and 261b on sheets 28 and 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 265a and 265b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 273a and 273b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 274a and 274b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 277a and 277b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 279a and 279b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 280a and 280b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 295a and 295b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 302a and 302b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 305a and 305b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 307a and 307b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 309a and 309b on sheet 33 of the tree preservation order and hedgerow plan



South Norfolk District	The hedgerow shown between points 316a and 316b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 318a and 318b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 320a and 320b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 321a and 321b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 323a and 323b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 324a and 324b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 325a and 325b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 327a and 327b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 328a and 328b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 330a and 330b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 331a and 331b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 332a and 332b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 333a and 333b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 334a and 334b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 335a and 335b on sheet 33 of the tree preservation order and hedgerow plan

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

South Norfolk District	The hedgerow shown between points 336a and 336b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 337a and 337b on sheet 34 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 339a and 339b on sheet 34 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 342a and 342b on sheets 35 and 36 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 343a and 343b on sheets 35 and 36 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 344a and 344b on sheet 36 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 345a and 345b on sheets 35 and 36 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 346a and 346b on sheets 35 and 36 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 347a and 347b on sheet 36 of the tree preservation order and hedgerow plan

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SCHEDULE 11

Article 31

DEEMED MARINE LICENCE UNDER THE 2009 ACT—GENERATION ASSETS

**PART 1**

LICENSED MARINE ACTIVITIES

1.—(1) In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

“array cable” means the network of offshore subsea cables connecting the wind turbine generators in Work No.1 and the offshore substations in Work No.2;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this licence;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 (authorised project) of the Order;

“authorised project” means Work No. 1 described in paragraph 3 of Part 1 of this licence or any part of that work;

“buoy” means any floating device used for navigational purposes or measurement purposes;

“cable protection” means physical measures for the protection of cables including but not limited to concrete mattresses, with or without frond devices, and/or rock placement (but not material used for cable crossings);

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for pre-construction monitoring surveys approved under this licence and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 2 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order under article 36 (certification of plans and documents etc);

“disturbance” must be construed in accordance with regulation 45(1)(b) (protection of wild animals listed in Annex IV(a) to the Habitats Directive) of the 2017 Regulations;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order;

“European site” has the meaning given in regulation 27(meaning of European site) of the 2017 Regulations;

“gravity base foundation” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“in principle Hornsea Three Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Hornsea Three Southern North Sea Special Area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as, J-tubes, corrosion protection systems and access platforms;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“LAT” means lowest astronomical tide;

“licensed activities” means the activities specified in Part 1 of this licence;” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“Markham's Triangle MCZ” means the MCZ designated by the Secretary of State under the Markham's Triangle Marine Conservation Designation Order 2019;

“Markham's Triangle MCZ exclusion zone” means the area comprising Markham's Triangle MCZ as shown on the Markham's Triangle exclusion zone plan;

“Markham's Triangle exclusion zone plan” means the document certified as the Markham's Triangle exclusion zone plan by the Secretary of State for the purposes of this Order under article 36;

“MCA” means the Maritime and Coastguard Agency;

“MCZ” means a marine conservation zone designated under section 116(1) (marine conservation zones) of the 2009 Act or any area which is recommended for such designation to the relevant Secretary of State in accordance with the 2009 Act unless the Secretary of State determines that it shall not be designated as a marine conservation zone;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“offshore accommodation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the wind turbine generators;

“offshore electrical installations” means the offshore type 1 substations, the offshore type 2 substations, the offshore subsea HVAC booster stations and the offshore HVAC booster stations forming part of the authorised development;

“offshore HVAC booster station” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing—

- (a) electrical equipment required to provide reactive power compensation; and
- (b) housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the substation;

“offshore subsea HVAC booster station” means a sealed steel or concrete structure located under the surface of the sea, attached to the seabed by means of a foundation, containing electrical equipment required to provide reactive power compensation;

“offshore substation” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing—

- (a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation; and
- (b) housing accommodation, storage, workshop auxiliary equipment, and facilities for operating, maintaining and controlling the substation or wind turbine generators;

“offshore type 1 substation” means the smaller version of the offshore substations assessed in the environment statement;

“offshore type 2 substation” means the larger version of the offshore substations assessed in the environment statement;

“Order” means the Hornsea Project Three Offshore Wind Farm Order 2020;

“the offshore Order limits” means the offshore Order limits defined by the offshore Order limits and grid coordinates plan;

“the offshore Order limits and grid coordinates plan” means the plan certified as the offshore Order limits and grid coordinates plan by the Secretary of State for the purposes of the Order under article 36 of the Order;

“outline fisheries coexistence and liaison plan” means the plan or plans certified as the outline fisheries coexistence and liaison plan or plans by the Secretary of State for the purposes of the Order under article 36 of the Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure jacket foundations;

“statutory historic body” means the Historic Buildings and Monuments Commission for England or its successor in function;

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

“mono suction bucket foundation” means a steel cylindrical structure which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential, and may include scour protection and additional equipment such as J-tubes;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Orsted Hornsea Project Three (UK) Limited;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation or transition piece;

“Work No. 2” means—

- (a) up to 12 offshore type 1 substations each fixed to the seabed by either monopile foundation, mono suction bucket foundation, jacket foundation, gravity base foundation or box-type gravity base foundations and which may be connected to each other or one of the offshore accommodation platforms within Work No.1(b) by an unsupported bridge;
- (b) up to four offshore type 2 substations each fixed to the seabed by either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, jacket foundations, box-type gravity base foundations, pontoon gravity base 1 foundations, or pontoon gravity base 2 foundations and which may be connected to each other or one of the offshore accommodation platforms within Work No.1(b) by an unsupported bridge;
- (c) a network of cables;
- (d) up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No.5 consisting of offshore export cables along routes within the Order limits seaward of MHWS including one or more cable crossings; and
- (e) up to eight temporary horizontal directional drilling exit pits; and

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT);
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing Team  
Lancaster House Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT

(c) Trinity House

Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900;

(e) Maritime and Coastguard Agency

Navigation Safety Branch  
Bay 2/20, Spring Place 105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2433;

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244;

(g) Natural England 4th Floor

Foss House 1-2 Peasholme Green

York

YO1 7PX

Tel: 0300 060 4911;

(h) Historic England

Brooklands 24 Brooklands Avenue

Cambridge

CB2 8BU

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#### Commencement Information

**I221** Sch. 11 Pt. 1 para. 1 in force at 22.1.2021, see [art. 1](#)

#### Details of licensed marine activities

2. Subject to the licence conditions, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea within the Order limits seaward of MHWS of the substances and articles specified in paragraph 4 below and up to 1,344,318 cubic metres of inert material of natural origin produced during construction drilling or seabed preparation for foundation works and cable sandwave preparation works within Work No. 1;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) dredging for the purposes of seabed preparation for foundation works and/or electrical circuit works; the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) boulder clearance works either by displacement ploughing or subsea grab technique or any other equivalent method;
- (e) removal of static fishing equipment; and
- (f) site preparation works.

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#### Commencement Information

**I222** Sch. 11 Pt. 1 para. 2 in force at 22.1.2021, see [art. 1](#)

3. Such activities are authorised in relation to the construction, maintenance and operation of

*Work No. 1—*

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

- (a) (a) an offshore wind turbine generating station with a gross electrical output of over 100 megawatts comprising up to 231 wind turbine generators each fixed to the seabed by either monopile foundation, mono suction bucket foundation, jacket foundation or gravity base foundation;
- (b) (b) up to three offshore accommodation platforms fixed to the seabed within the area shown on the works plan by monopile foundation, mono suction bucket foundation, jacket foundation, or gravity base foundation and which may be connected to each other or one of the offshore substations within Work No. 2 by an unsupported bridge; and
- (c) (c) a network of cables between the wind turbine generators and between the wind turbine generators and Work No. 2 including one or more cable crossings.

In connection with such Work No. 1 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices; and
- (c) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development.

**Commencement Information**

**I223** Sch. 11 Pt. 1 para. 3 in force at 22.1.2021, see [art. 1](#)

4. The substances or articles authorised for deposit at sea are—
- (a) iron and steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable sandwave preparation works; and
  - (g) marine coatings, other chemicals and timber.

**Commencement Information**

**I224** Sch. 11 Pt. 1 para. 4 in force at 22.1.2021, see [art. 1](#)

5. The grid coordinates for that part of the authorised development comprising Work No. 1 are specified below and more particularly on the offshore Order limits and grid coordinates plan—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
57	53° 52' 12.798" N	2° 19' 38.938" E	61	54° 0' 4.028" N	2° 40' 52.651" E
58	53° 59' 22.420" N	2° 11' 50.694" E	62	53° 48' 57.136" N	2° 44' 53.902" E



59	53° 59' 19.280" N	2° 13' 34.691" E	63	53° 41' 22.175" N	2° 47' 35.927" E
60	53° 58' 42.514" N	2° 32' 43.904" E	64	53° 45' 27.296" N	2° 34' 19.781" E

**Commencement Information**

**I225** Sch. 11 Pt. 1 para. 5 in force at 22.1.2021, see [art. 1](#)

6. This licence remains in force until the authorised project has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

**Commencement Information**

**I226** Sch. 11 Pt. 1 para. 6 in force at 22.1.2021, see [art. 1](#)

7. The provisions of sections 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 5 (benefit of the Order).

**Commencement Information**

**I227** Sch. 11 Pt. 1 para. 7 in force at 22.1.2021, see [art. 1](#)

8. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

**Commencement Information**

**I228** Sch. 11 Pt. 1 para. 8 in force at 22.1.2021, see [art. 1](#)

9. Any amendments to or variations from the approved plans, protocols or statements must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

**Commencement Information**

**I229** Sch. 11 Pt. 1 para. 9 in force at 22.1.2021, see [art. 1](#)

## PART 2

### CONDITIONS

#### Design parameters

1.—(1) The total number of wind turbine generators comprised in the authorised project must not exceed 231 and a total rotor swept area of 8.8 square kilometres.

(2) Subject to paragraph (3), each wind turbine generator forming part of the authorised project must not—

- (a) exceed a height of 325 metres when measured from LAT to the tip of the vertical blade;
- (b) exceed a rotor diameter of 265 metres;
- (c) be less than 41.8 metres from LAT to the lowest point of the rotating blade; and
- (d) be less than one kilometre from the nearest wind turbine generator in all directions.

(3) The reference in sub-paragraph 1(2)(d) to the location of a wind turbine generator is a reference to the centre point of that wind turbine generator.

(4) Wind turbine generator foundation structures forming part of the authorised scheme must be one of the following foundation options: monopile foundation, mono suction bucket foundation, jacket foundation or gravity base foundation.

(5) No wind turbine generator—

- (a) jacket foundation employing pin piles forming part of the authorised project shall have a pin pile diameter of greater than four metres; and
- (b) monopile foundation forming part of the authorised project shall have a diameter greater than 15 metres.

(6) The total seabed footprint area for wind turbine generator foundations must not exceed—

- (a) 435,660 square metres excluding scour protection; and
- (b) 1,623,182 square metres including scour protection.

(7) The volume of scour protection material for wind turbine generator foundations must not exceed 2,375,044 cubic metres.

#### Commencement Information

**I230** Sch. 11 Pt. 2 para. 1 in force at 22.1.2021, see [art. 1](#)

2.—(1) The total number of offshore accommodation platforms forming part of the authorised project must not exceed three.

(2) The dimensions of any offshore accommodation platform forming part of the authorised project must not exceed—

- (a) 64 metres in height when measured from LAT;
- (b) 60 metres in length; and
- (c) 60 metres in width.

(3) Any bridge located on an offshore accommodation platform shall be no longer than 100 metres.

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

(4) Offshore accommodation platform foundation structures forming part of the authorised project must be one of the following foundation options: monopile foundations, mono suction bucket foundations, jacket foundations, or gravity base foundations.

(5) No offshore accommodation platform—

(a) jacket foundation employing pin piles forming part of the authorised project shall have a pin pile diameter of greater than 4 metres; and

(b) monopile foundation forming part of the authorised project shall have a diameter greater than 15 metres.

(6) The total seabed footprint area for offshore accommodation platform foundations must not exceed—

(a) 8,836 square metres excluding scour protection; and

(b) 28,628 square metres including scour protection.

(7) The volume of scour protection material for offshore accommodation platform foundations must not exceed 43,429 cubic metres.

(8) The total number of cable crossings when combined with the deemed marine licence granted under Schedule 12 (deemed marine licence under the 2009 Act – transmission assets) of the Order must not exceed 44, unless otherwise agreed between the undertaker and the MMO.

(9) No works permitted under this licence may be undertaken within the boundaries of the Markham's Triangle MCZ exclusion zone.

#### Commencement Information

**I231** Sch. 11 Pt. 2 para. 2 in force at 22.1.2021, see [art. 1](#)

**3.—(1)** The total length of the cables in Work No.1(c) and the volume of their cable protection (excluding cable crossings) when combined with the cable authorised under Work No.2(c) of the deemed marine licence granted under Schedule 12 of the Order must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection</i>
Work No. 1(c)	1055 kilometres	1,055,000 cubic metres

(2) No cable protection by way of concrete mattresses may be used in European Sites or MCZ.

(3) No more than 6% of the length of the cables in Work No 1(c) falling within any European Site shall be subject to cable protection, unless otherwise agreed with the MMO.

(4) No more than 7% of the length of the cables in Work No 1(c) falling within any MCZ shall be subject to cable protection, unless otherwise agreed with the MMO.

(5) Any cable protection authorised under this licence must be deployed within 15 years from the date of the grant of the Order unless otherwise agreed by the MMO.

#### Commencement Information

**I232** Sch. 11 Pt. 2 para. 3 in force at 22.1.2021, see [art. 1](#)

### Phases of authorised development

**4.—(1)** The authorised development may not be commenced until a written scheme setting out the phases of construction of the authorised project has been submitted to and approved by the MMO.

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

(2) The phases of construction referred to in paragraph (1) shall not exceed two, save that each phase may be undertaken in any number of stages as prescribed in the written scheme.

(3) The scheme must be implemented as approved.

.....  
**Commencement Information**

**I233** Sch. 11 Pt. 2 para. 4 in force at 22.1.2021, see [art. 1](#)

**Maintenance of the authorised development**

**5.**—(1) The undertaker may at any time maintain the authorised development, except to the extent that this licence or an agreement made under this licence provides otherwise.

(2) No maintenance works whose likely effects are not assessed in the environmental statement may be carried out, unless otherwise approved by the MMO.

(3) Maintenance works include but are not limited to—

- (a) major wind turbine component or offshore accommodation platform replacement;
- (b) painting wind turbine generators or offshore accommodation platforms;
- (c) bird waste removal;
- (d) cable remedial burial;
- (e) array cable repairs;
- (f) access ladder replacement;
- (g) wind turbine generator anode replacement; and
- (h) J-tube repair/replacement.

(4) Where the MMO's approval is required under paragraph (2), approval may be given only where it has been demonstrated to the satisfaction of the MMO that the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(5) The undertaker shall issue to operators of vessels under its control operating within the Order limits a code of conduct to prevent collision risk or injury to marine mammals.

(6) The undertaker shall ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

.....  
**Commencement Information**

**I234** Sch. 11 Pt. 2 para. 5 in force at 22.1.2021, see [art. 1](#)

**Extension of time periods**

**6.** Any time period given in this licence given to either the undertaker or the MMO may be extended with the agreement of the other party.

.....  
**Commencement Information**

**I235** Sch. 11 Pt. 2 para. 6 in force at 22.1.2021, see [art. 1](#)

## Notifications and inspections

- 7.—(1) The undertaker must ensure that—
- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
    - (i) all agents and contractors notified to the MMO in accordance with condition 16; and
    - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 16; and
  - (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 16 are permitted to carry out the licensed activities.
- (3) Copies of this licence must also be available for inspection at the following locations—
- (a) the undertaker's registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised project.
- (6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them and within five days of the completion of the licenced activity.
- (7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised project or relevant part—
- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
  - (b) on completion of construction of all offshore activities,
- and confirmation of notification must be provided to the MMO within five days.
- (8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 1 and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO and UKHO within five days.
- (9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme approved under condition 13(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.
- (10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO.

(11) In case of damage to, or destruction or decay of, the authorised project seaward of MHWS or any part thereof the undertaker must as soon as possible and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UK Hydrographic Office.

(12) In case of the development of a cable exposure deemed by the undertaker to present a risk to fishing activity, the undertaker must notify mariners by issuing a notice to mariners and notify the MMO and the Kingfisher Information Service within three working days following the undertaker becoming aware of it.

#### Commencement Information

**I236** Sch. 11 Pt. 2 para. 7 in force at 22.1.2021, see [art. 1](#)

#### Aids to navigation

8.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised project seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised project to completion of decommissioning of the authorised project seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised project seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised project within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 13(1)(j) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised project seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 7(11) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

#### Commencement Information

**I237** Sch. 11 Pt. 2 para. 8 in force at 22.1.2021, see [art. 1](#)

9.—(1) The undertaker must colour all structures yellow (colour code RAL 1023) from at least highest astronomical tide to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must ensure that the wind turbine generators are painted light grey (colour code RAL 7035).

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**Commencement Information**

**I238** Sch. 11 Pt. 2 para. 9 in force at 22.1.2021, see [art. 1](#)

**Aviation safety**

**10.**—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by Air Navigation Order 2016<sup>M55</sup> and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, and the MMO, at least 14 days prior to the commencement of the authorised project, in writing of the following information—

- (a) the date of the commencement of construction of the authorised project;
- (b) the date any wind turbine generators are brought into use;
- (c) the maximum height of any construction equipment to be used;
- (d) the maximum heights of any wind turbine generator and offshore accommodation platform to be constructed;
- (e) the latitude and longitude of each wind turbine generator and offshore accommodation platform to be constructed,

and the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised project.

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**Commencement Information**

**I239** Sch. 11 Pt. 2 para. 10 in force at 22.1.2021, see [art. 1](#)

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**Marginal Citations**

**M55** [S.I. 2016/765](#).

**Chemicals, drilling and debris**

**11.**—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised project must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002<sup>M56</sup> (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order, by submission of a disposal return by 31 January each year for

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

the months August to January inclusive, and by 31 July each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

(6) The undertaker must ensure that any rock material used in the construction of the authorised project is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised project is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 13(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

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**Commencement Information**

**I240** Sch. 11 Pt. 2 para. 11 in force at 22.1.2021, see [art. 1](#)

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**Marginal Citations**

**M56** [S.I. 2002/1355](#).

**Force majeure**

**12.**—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

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**Commencement Information**

**I241** Sch. 11 Pt. 2 para. 12 in force at 22.1.2021, see [art. 1](#)



### **Pre-construction plans and documentation**

**13.—(1)** The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) has been submitted to and approved in writing by the MMO, in consultation with Trinity House and the MCA—

(a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, which shows—

- (i) the proposed location, including grid co-ordinates of the centre point of the proposed location for each wind turbine generator and offshore accommodation platform, subject to any micro-siting required due to anthropological constraints, environmental constraints or difficult ground conditions and choice of foundation types for all wind turbine generators and offshore accommodation platforms;
- (ii) the number, specifications and dimensions of the wind turbine generators in that phase;
- (iii) the length and arrangement of cable comprising Work No. 1(c);
- (iv) the dimensions of all monopile foundations, mono suction bucket foundations, jacket foundations or gravity base foundations; and
- (v) any exclusion zones or micrositing requirements identified in any mitigation project pursuant to sub-paragraph 13(2)(d) or relating to any Annex I reefs identified as part of surveys undertaken in accordance with condition 17;

to ensure conformity with the description of Work No. 1 and compliance with conditions 1 to 3 above;

(b) a construction programme to include details of—

- (i) the proposed construction start date;
- (ii) proposed timings for mobilisation of plant delivery of materials and installation works; and
- (iii) an indicative written construction programme for all wind turbine generators offshore accommodation platforms and cable comprised in the works at paragraph 3(a) to 3(b) of Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);

unless otherwise agreed in writing with the MMO;

(c) a construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—

- (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to sub-paragraph 13(1)(f);
- (ii) advisory safe passing distances for vessels around construction sites;
- (iii) cable installation;
- (iv) contractors;
- (v) vessels and vessels transit corridors;
- (vi) codes of conduct for vessel operators;
- (vii) associated ancillary works;
- (viii) guard vessels to be employed; and
- (ix) details of means to avoid impacts on European sites;

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

- (d) a project management plan and monitoring plan covering the period of construction and operation to include details of—
  - (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised project in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) a biosecurity plan detailing how the risk of introduction and spread of invasive non-native species will be minimised;
  - (iv) waste management and disposal arrangements;
  - (v) a code of conduct for vessel operators;
  - (vi) the appointment and responsibilities of a fisheries liaison officer; and
  - (vii) all spatial data for archaeological exclusion zones and application of a protocol for archaeological discoveries;
- (e) a scour protection management plan providing details of the need, type, sources, quantity and installation methods for scour protection, which must be updated and resubmitted for approval if changes to it are proposed following cable laying operations;
- (f) proposed pre-construction monitoring surveys, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 17, 18 and 19;
- (g) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, including details of soft start procedures with specified duration periods following current best practice as advised by the relevant statutory nature conservation bodies;
- (h) a cable specification and installation plan, to include—
  - (i) technical specification of offshore cables below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a sandwave clearance plan for all designated sites affected, including details of the volumes of material to be dredged, timing of works, locations for disposal and monitoring proposals;
  - (iii) a detailed cable laying plan for the Order limits, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection;
  - (iv) a cable protection plan for all designated sites where cable protection is required, including details of the volumes, material, locations and seabed footprints for cable protection measures, where required, consideration of alternative methods of protection and monitoring proposals and provision for review and update of the plan for a period of 15 years from the date of the grant of the Order;
  - (v) proposals for the volume and areas of cable protection to be used for each cable crossing; and

- (vi) proposals for monitoring offshore cables including cable protection during the operational lifetime of the authorised project which includes a risk based approach to the management of unburied or shallow buried cables, and, where necessary, details of micrositing through any European Site.
  - (i) an offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase;
  - (j) an aid to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 8 for the lifetime of the authorised project;
  - (k) a plan for marine mammal monitoring setting out the circumstances in which marine mammal monitoring will be required and the monitoring to be carried out in such circumstances; and
  - (l) an ornithological monitoring plan setting out the circumstances in which ornithological monitoring will be required and the monitoring to be carried out in such circumstances.
- (2) The licensed activities or any part of those activities must not commence unless no later than 6 months prior to the commencement a written scheme of archaeological investigation has been submitted to and approved by the MMO, in accordance with the outline offshore written scheme of investigation, and in accordance with industry good practice, in consultation with the statutory historic body to include—
- (a) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (b) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (c) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within six months of any survey being completed;
  - (d) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones prior to construction;
  - (e) monitoring of archaeological exclusion zones during and post construction, including provision of a report on such monitoring;
  - (f) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS ('Online Access to the Index of archaeological investigationS') form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (g) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme;
  - (h) implementation of the Offshore Renewables Protocol for Reporting Archaeological Discoveries as set out by The Crown Estate; and
  - (i) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (3) Pre-construction archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific outline written scheme of investigation (which must accord with the details set out in the outline offshore written scheme of investigation) which has been submitted to and approved by the MMO.

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

(4) The licensed activities or any part of those activities must not commence until a fisheries coexistence and liaison plan in accordance with the outline fisheries coexistence and liaison plan has been submitted to and approved by the MMO.

(5) In the event that driven or part-driven pile foundations are proposed to be used, the licenced activities, or any phase of those activities must not commence until a Site Integrity Plan which accords with the principles set out in the in principle Hornsea Three Southern North Sea Special Area of Conservation Site Integrity Plan has been submitted to the MMO and the MMO is satisfied that where the plan assesses that mitigation is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of the Southern North Sea Special Area of Conservation, it provides for such mitigation, to the extent that harbour porpoise are a protected feature of that site.

(6) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed 5,000kJ.

#### Commencement Information

**I242** Sch. 11 Pt. 2 para. 13 in force at 22.1.2021, see [art. 1](#)

**14.**—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 13 (save for that required under condition 13(1)(f)) must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The pre-construction monitoring surveys, construction monitoring, post-construction monitoring and related reporting required under condition 13(1)(f) must be submitted in accordance with the following, unless otherwise agreed in writing with the MMO—

- (a) at least four months prior to the first survey, detail of any pre-construction surveys and an outline of all proposed monitoring;
- (b) at least four months prior to construction, detail on construction monitoring; and
- (c) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;

(3) The design plan required by condition 13(1)(a) shall be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(4) The MMO shall determine an application for approval made under condition 13 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(5) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 13, unless otherwise agreed in writing by the MMO.

#### Commencement Information

**I243** Sch. 11 Pt. 2 para. 14 in force at 22.1.2021, see [art. 1](#)

### Offshore safety management

**15.** No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has given written approval of an Emergency Response Co-operation Plan (ERCoP) which includes full details of the plan for emergency response and co-operation for the construction, operation and decommissioning phases of that part of the authorised scheme in accordance with

the MCA recommendations contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it), and has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that part of the authorised scheme, adequately addressed all MCA recommendations contained within MGN543 and its annexes.

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**Commencement Information**

**I244** Sch. 11 Pt. 2 para. 15 in force at 22.1.2021, see [art. 1](#)

**Reporting of engaged agents, contractors and vessels**

**16.**—(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

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**Commencement Information**

**I245** Sch. 11 Pt. 2 para. 16 in force at 22.1.2021, see [art. 1](#)

**Pre-construction monitoring and surveys**

**17.**—(1) The undertaker must in discharging condition 13(1)(f) submit a monitoring plan or plans in accordance with an in-principle monitoring plan for written approval by the MMO in consultation with the relevant statutory bodies, which shall contain details of proposed surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report and;

- (a) the survey proposals must be in general accordance with the principles set out in the in-principle monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the preconstruction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) Subject to receipt from the undertaker of specific proposals pursuant to this Condition, the pre-construction surveys must comprise, in outline—

- (a) a high-resolution swath bathymetric survey to include a 100% coverage and a side-scan sonar survey of the parts of the offshore Order limits within which it is proposed to carry out construction works and disposal activities under this licence, to—
  - (i) determine the location, extent and composition of any biogenic or geogenic reef features, as set out within the in-principle monitoring plan;

- (ii) inform future navigation risk assessments as part of the cable specification and installation plan;
  - (iii) inform the identification of any archaeological exclusion zone and post consent monitoring of any such archaeological exclusion zone; and
  - (iv) to identify and characterise any preferred sandeel habitat.
- (b) any marine mammal monitoring required by the plan for marine mammal monitoring submitted in accordance with condition 13(1)(k); and
  - (c) any ornithological monitoring required by the Ornithological Monitoring Plans submitted in accordance with condition 13(1)(l).
- (3) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

**Commencement Information**

**I246** Sch. 11 Pt. 2 para. 17 in force at 22.1.2021, see [art. 1](#)

**Construction monitoring**

**18.**—(1) The undertaker must in discharging condition 13(1)(f) submit a construction monitoring plan or plans for written approval by the MMO in consultation with the relevant statutory nature conservation body, which shall include details of any proposed construction monitoring, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must be in general accordance with the principles set out in the in-principle monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) Subject to receipt from the undertaker of specific proposals pursuant to this condition the construction monitoring plan must include, in outline—

- (a) where piled foundations are to be employed, unless otherwise agreed by the MMO in writing, details of proposed monitoring of the noise generated by the installation of the first four monopile foundations to be constructed under this licence;
- (b) a plan for monitoring of the duration of piling activity; and
- (c) details of vessel traffic monitoring by automatic identification system for the duration of the construction period including obligations to report annually to the MMO, Trinity House and the MCA during the construction phase of the authorised development.

(3) The results of the initial noise measurements monitored in accordance with condition 18(2)(a) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) The undertaker must carry out the surveys specified within the construction monitoring plan or plans in accordance with that plan or plans, including any further noise monitoring required in writing by the MMO under condition 18(3), unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

### Commencement Information

**I247** Sch. 11 Pt. 2 para. 18 in force at 22.1.2021, see [art. 1](#)

### Post-construction monitoring

**19.**—(1) The undertaker must in discharging condition 13(1)(f) submit a post-construction monitoring plan or plans for written approval by the MMO in consultation with the relevant statutory nature conservation body including details of proposed post-construction surveys, including methodologies (including appropriate buffers, where relevant) and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must be in general accordance with the principles set out in the in-principle monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the preconstruction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) Subject to receipt of specific proposals the post-construction survey plan or plans must include, in outline—

- (a) a survey to determine any change in the location, extent and composition of any biogenic or geogenic reef feature identified in the pre-construction survey in the parts of the offshore Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) any marine mammal monitoring required by the plan for marine mammal monitoring submitted in accordance with condition 13(1)(k);
- (c) any ornithological monitoring required by the Ornithological Monitoring Plans submitted in accordance with condition 13(1)(l);
- (d) details of vessel traffic monitoring by automatic identification system, for a period of 28 individual days taking account seasonal variations in traffic patterns over the course of one year to be submitted to the MMO, Trinity House and the MCA no later than one year following completion of the construction phase of the authorised development;
- (e) a full sea floor coverage swath-bathymetry survey of the areas within which construction activity has taken place in order to inform of any dropped objects or residual navigational risk to be submitted to the MMO and MCA;
- (f) a bathymetric survey to monitor the effectiveness of archaeological exclusion zones identified to have been potentially impacted by construction works. The data shall be analysed by an accredited archaeologist as defined in the offshore written scheme of investigation required under condition 13(2);
- (g) a high resolution swath bathymetric and side scan sonar survey to determine any change to the seabed morphology and composition around a representative number of WTG foundations within muddy sediments of the outer Silver Pit and Markham's Hole features, in accordance with the scour monitoring detailed within the in-principle monitoring plan; and
- (h) a high resolution swath-bathymetric and side scan sonar survey to determine any change and recovery in the composition of any preferred sandeel habitat identified in the pre-construction survey in the parts of the offshore Order limits in which sandwave clearance activity has been carried out. The survey design must be informed by the results of the pre-construction benthic survey.

(3) The undertaker must carry out the surveys agreed under condition 19(1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation body.

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**Commencement Information**

**I248** Sch. 11 Pt. 2 para. 19 in force at 22.1.2021, see [art. 1](#)

### Timing of monitoring report

**20.** Any monitoring report compiled in accordance with the monitoring plans provided under conditions 17, 18 and 19 must be provided to the MMO no later than four months following completion of the monitoring to which it relates, unless otherwise agreed with the MMO.

.....  
**Commencement Information**

**I249** Sch. 11 Pt. 2 para. 20 in force at 22.1.2021, see [art. 1](#)

### Updating of cable monitoring plan

**21.** Following installation of cables, the cable monitoring plan required under condition 13(1)(h) (vi) must be updated with the results of the post-installation surveys. The plan must be implemented during the operational lifetime of the project and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

.....  
**Commencement Information**

**I250** Sch. 11 Pt. 2 para. 21 in force at 22.1.2021, see [art. 1](#)

### Reporting of impact pile driving

**22.—(1)** Only when driven or part-driven pile foundations or detonation of explosives are proposed to be used as part of the foundation installation the undertaker must provide the following information to the Marine Noise Registry—

- (a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving/detonation of explosives to satisfy the Marine Noise Registry's Forward Look requirements;
- (b) at six-month intervals following the commencement of pile driving/detonation of explosives, information on the locations and dates of impact pile driving/detonation of explosives to satisfy the Marine Noise Registry's Close Out requirements; and
- (c) within 12 weeks of completion of impact pile driving/detonation of explosives, information on the locations and dates of impact pile driving/detonation of explosives to satisfy the Marine Noise Registry's Close Out requirements.

(2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition—

- (a) “Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas; and



- (b) “Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information.

**Commencement Information**

**I251** Sch. 11 Pt. 2 para. 22 in force at 22.1.2021, see [art. 1](#)

**Reporting of cable protection**

**23.**—(1) Not more than 4 months following completion of the construction phase of the project, the undertaker shall provide the MMO and the relevant SNCBs with a report setting out details of the cable protection used for the authorised scheme.

(2) The report shall include the following information—

- (a) location of the cable protection;
- (b) volume of cable protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

**Commencement Information**

**I252** Sch. 11 Pt. 2 para. 23 in force at 22.1.2021, see [art. 1](#)

**Decommissioning of cable protection within marine protected areas**

**24.**—(1) The obligations under paragraphs (2) and (3) shall only apply if and to the extent that—

- (a) cable protection is installed as part of the authorised project within an area designated as a European Site or MCZ as at the date of the grant of the Order; and
- (b) it is a requirement of the written decommissioning programme approved by the Secretary of State pursuant to sections 105 (requirement to prepare decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes), that such cable protection is removed as part of the decommissioning of the authorised project.

(2) Within such timeframe as specified within the decommissioning programme approved by the Secretary of State, the undertaker shall carry out an appropriate survey of cables within Work No. 1(c), that are subject to cable protection and that are situated within any European Site or MCZ to assess the integrity and condition of that cable protection and determine the appropriate extent of the feasibility of the removal of such cable protection having regard to the condition of the cable protection and feasibility of any new removal techniques at that time, and submit that along with a method statement for recovery of cable protection to the MMO.

(3) Within such timeframe as specified within the decommissioning programme approved by the Secretary of State, the MMO must confirm whether or not it is satisfied with the method statement pursuant to (2) above.

(4) If the MMO has confirmed it is satisfied pursuant to (3) above, then within such timeframe as specified within the decommissioning programme approved by the Secretary of State, the undertaker shall endeavour to recover the cable protection to the extent identified in the survey and according to the methodology set out in the method statement submitted pursuant to (2) above.

**Commencement Information**

**I253** Sch. 11 Pt. 2 para. 24 in force at 22.1.2021, see [art. 1](#)

SCHEDULE 12

Article 31

DEEMED MARINE LICENCE UNDER THE 2009 ACT – TRANSMISSION ASSETS

**PART 1**

LICENSED MARINE ACTIVITIES

1.—(1) In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

“Annex I reef” means a reef of a type listed in Annex I of Council Directive [92/43/EEC](#) on the conservation of natural habitats and of wild fauna and flora;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this licence;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 of the Order;

“authorised project” means Work Nos. 2, 3, 4 and 5 as described in paragraph 3 of Part 1 of this licence or any part of that work;

“buoy” means any floating device used for navigational purposes or measurement purposes;

“cable protection” means physical measures for the protection of cables including but not limited to concrete mattresses, with or without frond devices, and/or rock placement (but not material used for cable crossings);

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for pre-construction monitoring surveys approved under this licence and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 2 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order under article 36 (certification of plans and documents etc);

“disturbance” must be construed in accordance with regulation 45(1)(b) (protection of wild animals listed in Annex IV(a) to the Habitats Directive) of the 2017 Regulations;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order;

“European site” has the meaning given in regulation 27 of the 2017 Regulations;

“gravity base foundation” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“in-principle Hornsea Three Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Hornsea Three Southern North Sea Special Area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

“interconnector cable” means a network of cables between the offshore substations;

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as, J-tubes, corrosion protection systems and access platforms;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“LAT” means lowest astronomical tide;

“licensed activities” means the activities specified in Part 1 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“Markham's Triangle MCZ” means the MCZ designated by the Secretary of State under the Markham's Triangle Marine Conservation Designation Order 2019;

“Markham's Triangle MCZ exclusion zone” means the area comprising Markham's Triangle MCZ as shown on the Markham's Triangle exclusion zone plan;

“Markham's Triangle exclusion zone plan” means the document certified as the Markham's Triangle exclusion zone plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans and documents etc);

“MCZ” means a marine conservation zone designated under section 116(1) (marine conservation zones) of the 2009 Act or any area which is recommended for such designation to the relevant secretary of state in accordance with the 2009 Act unless the Secretary of State determines that it shall not be designated as a marine conservation zone;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore accommodation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the wind turbine generators;

“offshore electrical installations” means the offshore type 1 substations, the offshore type 2 substations, the offshore subsea HVAC booster stations and the offshore HVAC booster stations forming part of the authorised development;

“offshore export cable” means a network of cables for as described in Work No.2(d) and Work No.3(d).

“offshore HVAC booster station” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing—

- (a) electrical equipment required to provide reactive power compensation; and
- (b) housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the substation;

“offshore subsea HVAC booster station” means a sealed steel or concrete structure located under the surface of the sea, attached to the seabed by means of a foundation, containing electrical equipment required to provide reactive power compensation;

“offshore substation” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing—

- (a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation; and
- (b) housing accommodation, storage, workshop auxiliary equipment, and facilities for operating, maintaining and controlling the substation or wind turbine generators;

“offshore type 1 substation” means the smaller version of the offshore substations assessed in the environment statement;

“offshore type 2 substation” means the larger version of the offshore substations assessed in the environment statement;

“the offshore Order limits” means the offshore Order limits defined by the offshore Order limits and grid coordinates plan;

“the offshore Order limits and grid coordinates plan” means the plan certified as the offshore Order limits and grid coordinates plan by the Secretary of State for the purposes of the Order under article 36;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure jacket foundations;

“SAC” means an area designated as an area of special area of conservation under regulation 11 (designation of special areas of conservation) of the 2017 Regulations;

“statutory historic body” means Buildings and Monuments Commission for England, the relevant local authority or its successor in function;

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

“Order” means the Hornsea Project Three Offshore Wind Farm Order 2020;

“mono suction bucket foundation” means a steel cylindrical structure which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential, and may include scour protection and additional equipment such as J-tubes;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Orsted Energy Hornsea Project Three (UK) Limited;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation or transition piece; and

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT);
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing Team  
Lancaster House Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT;

(c) Trinity House

Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way  
Taunton

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

Somerset

TA1 2DN

Tel: 01823 337 900;

(e) Maritime and Coastguard Agency

Navigation Safety Branch

Bay 2/20, Spring Place 105 Commercial Road

Southampton

SO15 1EG

Tel: 020 3817 2433;

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244;

(g) Natural England 4th Floor

Foss House 1-2 Peasholme Green

York

YO1 7PX

Tel: 0300 060 4911;

(h) Historic England

Brooklands 24 Brooklands Avenue

Cambridge

CB2 8BU.

**Commencement Information**

**I254** Sch. 12 Pt. 1 para. 1 in force at 22.1.2021, see [art. 1](#)

**Details of licensed marine activities**

2. Subject to the licence conditions, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable offshore activities) of the 2009 Act—

- (a) the deposit at sea within the Order limits seaward of MHWS of the substances and articles specified in paragraph 4 below and up to 2,218,816 cubic metres of inert material of natural origin produced during construction drilling or seabed preparation for foundation works and cable sandwave preparation works within Work Nos. 2, 3, 4 and 5;
- (b) the construction of works in or over the sea or on or under the sea bed; dredging for the purposes of seabed preparation for foundation works and/or electrical circuit works;
- (c) boulder clearance works either by displacement ploughing or subsea grab technique or any other equivalent method;

- (d) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (e) removal of static fishing equipment; and
- (f) site preparation works.

**Commencement Information**

**I255** Sch. 12 Pt. 1 para. 2 in force at 22.1.2021, see [art. 1](#)

3. Such activities are authorised in relation to the construction, maintenance and operation of—

*Work No.2—*

- (a) (a) up to 12 offshore type 1 substations each fixed to the seabed by either monopile foundation, mono suction bucket foundation, jacket foundation, gravity base foundation or box-type gravity base foundations and which may be connected to each other or one of the offshore accommodation platforms within Work No.1(b) by an unsupported bridge;
- (b) (b) up to four offshore type 2 substations each fixed to the seabed by either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, jacket foundations, box-type gravity base foundations, pontoon gravity base 1 foundations, or pontoon gravity base 2 foundations and which may be connected to each other or one of the offshore accommodation platforms within Work No.1(b) by an unsupported bridge;
- (c) (c) a network of cables;
- (d) (d) up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No.5 consisting of offshore export cables along routes within the Order limits seaward of MHWS including one or more cable crossings; and
- (e) (e) up to eight temporary horizontal directional drilling exit pits.

*Work No.3—*

- (a) (a) in the event that the mode of transmission is HVAC, up to four HVAC booster stations fixed to the seabed within the area shown on the works plan by either monopile foundation, mono suction bucket foundation, jacket foundation, gravity base foundation, or box-type gravity base foundations;
- (b) (b) in the event that the mode of transmission is HVAC, up to six offshore subsea HVAC booster stations fixed to the seabed by either monopile foundation, mono suction bucket foundation, jacket foundation, gravity base foundation, or box-type gravity base foundations;
- (c) (c) in the event that the mode of transmission is HVAC, a network of cables between HVAC booster stations or offshore subsea HVAC booster stations; and
- (d) (d) up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No.5 consisting of offshore export cables along routes within the Order limits seaward of MHWS including one or more cable crossings.

*Work No. 4—* a temporary work area associated with Work No.2 and Work No.3 for vessels to carry out intrusive activities alongside Work No.2 or Work No.3.

*Work No. 5—* landfall connection works comprising up to six cable circuits and ducts and onshore construction works within the Order limits seaward of MHWS and landward of MLWS.

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

In connection with such Works Nos. 2, 3, 4 and 5 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) of the 2008 Act comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this license, including—

- (a) scour protection around the foundations of the offshore electrical installations;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work Nos. 2, 3, 4 and 5 and the disposal of up to 2,218,816 cubic metres of inert material of natural origin within Order limits produced during construction drilling and seabed preparation for foundation works and cable sandwave preparation works; and
- (d) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development.

**Commencement Information**

**I256** Sch. 12 Pt. 1 para. 3 in force at 22.1.2021, see [art. 1](#)

4. The substances or articles authorised for deposit at sea are—
- (a) iron and steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) material extracted from within the offshore Order limits during construction drilling and seabed preparation for foundation works and cable sandwave preparation works; and
  - (g) marine coatings, other chemicals and timber.

**Commencement Information**

**I257** Sch. 12 Pt. 1 para. 4 in force at 22.1.2021, see [art. 1](#)

5. The grid coordinates for that part of the authorised development comprising Work Nos. 2, 3, 4 and 5 are specified below and more particularly on the offshore Order limits and grid coordinates plan—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 57' 23.299" N	1° 5' 48.611" E	64	53° 45' 27.296" N	2° 34' 19.781" E
2	52° 58' 22.516" N	1° 4' 22.810" E	65	53° 45' 17.155" N	2° 33' 57.193" E
3	52° 59' 43.107" N	1° 3' 16.300" E	66	53° 44' 25.151" N	2° 28' 22.483" E
4	53° 0' 12.806" N	1° 3' 4.176" E	67	53° 43' 43.437" N	2° 23' 42.266" E
5	53° 0' 41.322" N	1° 3' 5.626" E	68	53° 43' 38.549" N	2° 23' 1.918" E
6	53° 2' 15.365" N	1° 3' 25.796" E	69	53° 40' 30.736" N	2° 17' 49.303" E



**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

7	53° 4' 22.383" N	1° 5' 4.618" E	70	53° 37' 10.969" N	2° 7' 19.167" E
8	53° 4' 48.739" N	1° 5' 38.118" E	71	53° 37' 2.480" N	2° 6' 39.277" E
9	53° 5' 0.912" N	1° 6' 53.813" E	72	53° 36' 20.389" N	2° 5' 9.581" E
10	53° 4' 56.963" N	1° 8' 49.809" E	73	53° 35' 18.067" N	2° 5' 0.546" E
11	53° 4' 47.089" N	1° 10' 20.278" E	74	53° 34' 58.529" N	2° 4' 49.759" E
12	53° 4' 50.116" N	1° 12' 8.936" E	75	53° 34' 37.908" N	2° 4' 16.626" E
13	53° 5' 1.606" N	1° 14' 7.325" E	76	53° 32' 54.718" N	2° 4' 40.220" E
14	53° 5' 2.192" N	1° 14' 30.074" E	77	53° 32' 31.275" N	2° 4' 37.727" E
15	53° 4' 58.764" N	1° 14' 55.483" E	78	53° 31' 59.257" N	2° 4' 11.934" E
16	53° 4' 32.854" N	1° 16' 47.381" E	79	53° 31' 13.675" N	2° 3' 20.449" E
17	53° 4' 32.226" N	1° 19' 19.524" E	80	53° 30' 18.703" N	2° 2' 26.715" E
18	53° 4' 54.358" N	1° 22' 30.281" E	81	53° 30' 0.496" N	2° 1' 55.943" E
19	53° 5' 6.119" N	1° 25' 0.302" E	82	53° 29' 53.014" N	2° 1' 22.871" E
20	53° 5' 7.887" N	1° 26' 23.233" E	83	53° 29' 52.335" N	2° 0' 47.588" E
21	53° 5' 4.100" N	1° 27' 30.916" E	84	53° 28' 18.157" N	1° 53' 52.525" E
22	53° 5' 52.998" N	1° 28' 30.016" E	85	53° 27' 38.035" N	1° 51' 19.593" E
23	53° 14' 11.509" N	1° 41' 28.704" E	86	53° 27' 25.643" N	1° 50' 32.418" E
24	53° 14' 27.431" N	1° 42' 14.962" E	87	53° 27' 18.150" N	1° 50' 31.601" E
25	53° 15' 49.705" N	1° 44' 10.074" E	88	53° 26' 16.707" N	1° 50' 4.603" E
26	53° 16' 25.597" N	1° 44' 37.874" E	89	53° 25' 53.921" N	1° 50' 10.016" E
27	53° 19' 1.814" N	1° 45' 50.556" E	90	53° 25' 34.502" N	1° 50' 4.308" E
28	53° 22' 33.955" N	1° 46' 57.914" E	91	53° 24' 21.903" N	1° 49' 42.825" E
29	53° 22' 55.872" N	1° 46' 55.918" E	92	53° 24' 2.505" N	1° 49' 42.663" E
30	53° 23' 22.176" N	1° 47' 7.319" E	93	53° 23' 34.480" N	1° 49' 32.287" E
31	53° 23' 41.762" N	1° 47' 5.727" E	94	53° 23' 14.095" N	1° 49' 34.013" E
32	53° 24' 11.270" N	1° 47' 16.705" E	95	53° 22' 47.157" N	1° 49' 22.581" E
33	53° 24' 33.225" N	1° 47' 17.703" E	96	53° 22' 23.714" N	1° 49' 23.370" E
34	53° 25' 56.028" N	1° 47' 42.459" E	97	53° 18' 42.217" N	1° 48' 12.788" E
35	53° 26' 20.933" N	1° 47' 36.143" E	98	53° 15' 55.220" N	1° 46' 54.772" E
36	53° 26' 43.765" N	1° 47' 45.420" E	99	53° 15' 3.154" N	1° 46' 14.109" E
37	53° 27' 30.131" N	1° 48' 5.945" E	100	53° 13' 23.395" N	1° 43' 55.484" E
38	53° 27' 46.677" N	1° 48' 5.619" E	101	53° 13' 5.062" N	1° 43' 4.402" E
39	53° 28' 17.076" N	1° 48' 21.428" E	102	53° 4' 59.121" N	1° 30' 24.338" E
40	53° 28' 37.302" N	1° 49' 1.846" E	103	53° 4' 20.493" N	1° 29' 37.106" E
41	53° 29' 38.707" N	1° 52' 55.786" E	104	53° 4' 9.988" N	1° 29' 29.310" E

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

42	53° 31' 13.071" N	1° 59' 48.933" E	105	53° 3' 47.663" N	1° 28' 59.880" E
43	53° 31' 19.720" N	2° 0' 36.709" E	106	53° 3' 36.602" N	1° 28' 9.237" E
44	53° 32' 1.260" N	2° 1' 17.462" E	107	53° 3' 36.599" N	1° 27' 27.833" E
45	53° 32' 51.864" N	2° 2' 12.822" E	108	53° 3' 40.623" N	1° 26' 14.722" E
46	53° 34' 50.465" N	2° 1' 45.585" E	109	53° 3' 39.011" N	1° 25' 12.221" E
47	53° 35' 23.664" N	2° 1' 56.535" E	110	53° 3' 28.120" N	1° 22' 53.680" E
48	53° 35' 46.884" N	2° 2' 37.417" E	111	53° 3' 4.980" N	1° 19' 32.112" E
49	53° 36' 32.251" N	2° 2' 43.845" E	112	53° 3' 6.278" N	1° 16' 22.646" E
50	53° 37' 0.888" N	2° 2' 53.784" E	113	53° 3' 34.066" N	1° 14' 17.070" E
51	53° 37' 20.916" N	2° 3' 21.412" E	114	53° 3' 23.126" N	1° 12' 23.483" E
52	53° 38' 20.262" N	2° 5' 30.569" E	115	53° 3' 19.662" N	1° 10' 8.762" E
53	53° 38' 31.038" N	2° 6' 19.862" E	116	53° 3' 30.020" N	1° 8' 33.828" E
54	53° 41' 39.572" N	2° 16' 17.662" E	117	53° 3' 32.792" N	1° 7' 6.899" E
55	53° 44' 4.728" N	2° 20' 18.541" E	118	53° 1' 51.145" N	1° 5' 45.682" E
56	53° 51' 54.307" N	2° 19' 24.004" E	119	53° 0' 17.303" N	1° 5' 29.793" E
57	53° 52' 12.798" N	2° 19' 38.938" E	120	52° 59' 10.951" N	1° 6' 24.006" E
58	53° 59' 22.420" N	2° 11' 50.694" E	121	52° 58' 23.000" N	1° 7' 34.209" E
59	53° 59' 19.280" N	2° 13' 34.691" E	122	52° 57' 44.291" N	1° 7' 45.470" E
60	53° 58' 42.514" N	2° 32' 43.904" E	123	52° 57' 19.850" N	1° 7' 56.688" E
61	54° 0' 4.028" N	2° 40' 52.651" E	124	52° 56' 59.623" N	1° 8' 4.381" E
62	53° 48' 57.136" N	2° 44' 53.902" E	125	52° 57' 2.633" N	1° 7' 44.016" E
63	53° 41' 22.175" N	2° 47' 35.927" E	126	52° 57' 4.058" N	1° 7' 42.464" E

**Commencement Information**

**I258** Sch. 12 Pt. 1 para. 5 in force at 22.1.2021, see [art. 1](#)

6. This licence remains in force until the authorised project has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

**Commencement Information**

**I259** Sch. 12 Pt. 1 para. 6 in force at 22.1.2021, see [art. 1](#)

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of sections 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 5 (benefit of the Order).

**Commencement Information**

**I260** Sch. 12 Pt. 1 para. 7 in force at 22.1.2021, see [art. 1](#)

**8.** With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or project are taken to include any amendments that may subsequently be approved in writing by the MMO.

**Commencement Information**

**I261** Sch. 12 Pt. 1 para. 8 in force at 22.1.2021, see [art. 1](#)

**9.** Any amendments to or variations from the approved plans, protocols or statements must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

**Commencement Information**

**I262** Sch. 12 Pt. 1 para. 9 in force at 22.1.2021, see [art. 1](#)

## PART 2

### CONDITIONS

#### Design parameters

**1.—(1)** The total number of offshore electrical installations shall not exceed 18, and shall consist of no more than—

- (a) 12 offshore type 1 substations;
- (b) four offshore type 2 substations;
- (c) four offshore HVAC booster stations; and
- (d) six offshore subsea HVAC booster stations.

**Commencement Information**

**I263** Sch. 12 Pt. 2 para. 1 in force at 22.1.2021, see [art. 1](#)

**2.—(1)** The dimensions of any offshore type 1 substations forming part of the authorised project must not exceed—

- (a) 90 metres in height when measured from LAT;
- (b) 100 metres in length; and
- (c) 100 metres in width.

- (2) The dimensions of any offshore type 2 substations forming part of the authorised project must not exceed—
- (a) 110 metres in height when measured from LAT;
  - (b) 180 metres in length; and
  - (c) 90 metres in width.
- (3) The dimensions of any offshore HVAC booster station forming part of the authorised project must not exceed—
- (a) 90 metres in height when measured from LAT;
  - (b) 100 metres in length; and
  - (c) 100 metres in width.
- (4) The dimensions of any offshore subsea HVAC booster station forming part of the authorised project must not exceed—
- (a) 15 metres in height when measured from the seabed;
  - (b) 50 metres in length; and
  - (c) 50 metres in width.
- (5) Any bridge located on an offshore electrical installation shall be no longer than 100 metres.
- (6) Offshore electrical installation foundation structures forming part of the authorised scheme must be one of the following foundation options—
- (a) for offshore type 1 substations, offshore HVAC booster stations and offshore subsea HVAC booster stations either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, jacket foundations or box-type gravity base foundations; and
  - (b) for offshore type 2 substations, either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, jacket foundations, box-type gravity base foundations, pontoon gravity base 1 foundations, or pontoon gravity base 2 foundations.
- (7) No offshore electrical installation—
- (a) jacket foundation employing pin piles forming part of the authorised project shall have a pin pile diameter of greater than 4 metres; and
  - (b) monopile foundation forming part of the authorised project shall have a diameter greater than 15 metres.
- (8) The total seabed footprint area for offshore electrical installation foundations must not exceed—
- (a) 138,900 square metres excluding scour protection; and
  - (b) 267,900 square metres including scour protection.
- (9) The volume of scour protection material for offshore electrical installation foundations must not exceed 291,200 cubic metres.
- (10) The total number of cable crossings when combined with the deemed marine licence granted under Schedule 11 of the Order must not exceed 44, unless otherwise agreed between the undertaker and the MMO.
- (11) No works permitted under this licence may be undertaken within the boundaries of Markham's Triangle MCZ exclusion zone.—

**Commencement Information**

**I264** Sch. 12 Pt. 2 para. 2 in force at 22.1.2021, see [art. 1](#)

3.—(1) The total length of the cables and the volume of their cable protection (excluding cable crossings) must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection</i>
Work Nos. 2 and 3	1,371 kilometres	1,371,000 cubic metres
Work No. 5	3 kilometres	None

(2) No cable protection by way of concrete mattresses may be used in European Sites or MCZ.

(3) No more than 6% of the length of the cables in Work Nos. 2, 3 and 5 falling within any European Site shall be subject to cable protection.

(4) No more than 7% of the length of the cables in Works Nos. 2, 3 and 5 falling within any MCZ shall be subject to cable protection.

**Commencement Information**

**I265** Sch. 12 Pt. 2 para. 3 in force at 22.1.2021, see [art. 1](#)

4.—(1) The total length of the cables in Work No.2(c) and the volume of their cable protection when combined with the cable authorised under Work No.1(c) of the deemed marine licence granted under Schedule 11 of the Order must not exceed the following—

<i>Length</i>	<i>Cable protection</i>
1,055 kilometres	1,055,000 cubic metres

(2) Any cable protection authorised under this licence must be deployed within 15 years from the date of the grant of the Order unless otherwise agreed by the MMO.

**Commencement Information**

**I266** Sch. 12 Pt. 2 para. 4 in force at 22.1.2021, see [art. 1](#)

**Phases of authorised development**

5.—(1) The authorised development may not be commenced until a written scheme setting out the phases of construction of the authorised project has been submitted to and approved by the MMO.

(2) The phases of construction referred to in paragraph (1) shall not exceed two, save that each phase may be undertaken in any number of stages as prescribed in the written scheme.

(3) The scheme must be implemented as approved.

**Commencement Information**

**I267** Sch. 12 Pt. 2 para. 5 in force at 22.1.2021, see [art. 1](#)

**Maintenance of the authorised development**

6.—(1) The undertaker may at any time maintain the authorised development, except to the extent that this licence or an agreement made under this licence provides otherwise.

(2) No maintenance works whose likely effects are not assessed in the environmental statement may be carried out, unless otherwise approved by the MMO.

(3) Maintenance works include but are not limited to—

- (a) offshore electrical installation component replacement;
- (b) offshore electrical installation painting;
- (c) removal of organic build-up;
- (d) cable remedial burial;
- (e) cable repairs;
- (f) replacement of offshore electrical installation anodes; and
- (g) J-tube repair/replacement.

(4) Where the MMO's approval is required under paragraph (2), such approval may be given only where it has been demonstrated to the satisfaction of the MMO that the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(5) The undertaker shall issue to operators of vessels under its control operating within the Order limits a code of conduct to prevent collision risk or injury to marine mammals.

(6) The undertaker shall ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

**Commencement Information**

**I268** Sch. 12 Pt. 2 para. 6 in force at 22.1.2021, see [art. 1](#)

**Extension of time periods**

7. Any time period given in this licence given to either the undertaker or the MMO may be extended with the agreement of the other party.

**Commencement Information**

**I269** Sch. 12 Pt. 2 para. 7 in force at 22.1.2021, see [art. 1](#)

**Notifications and inspections**

8.—(1) The undertaker must ensure that—

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
  - (i) all agents and contractors notified to the MMO in accordance with condition 17; and
  - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 17; and

- (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 17 are permitted to carry out the licensed activities.
- (3) Copies of this licence must also be available for inspection at the following locations—
  - (a) the undertaker's registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised project.
- (6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them and within five days of the completion of the licenced activity.
- (7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised project or relevant part—
  - (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
  - (b) on completion of construction of all offshore activities,and confirmation of notification must be provided to the MMO within five days.
- (8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work Nos 2, 3, 4 and 5 and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO and UKHO within five days.
- (9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme approved under condition 14(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.
- (10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO.
- (11) In case of damage to, or destruction or decay of, the authorised project seaward of MHWS or any part thereof including the exposure of cables the undertaker must as soon as possible and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UK Hydrographic Office. In case of the development of a cable exposure deemed by the undertaker to

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

present a risk to fishing activity, the undertaker must notify the MMO and the Kingfisher Information Service within three working days following the undertaker becoming aware of it.

**Commencement Information**

**I270** Sch. 12 Pt. 2 para. 8 in force at 22.1.2021, see [art. 1](#)

**Aids to navigation**

**9.**—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised project seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised project to completion of decommissioning of the authorised project seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised project seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised project within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 14(1)(j) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised project seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 8(11) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

**Commencement Information**

**I271** Sch. 12 Pt. 2 para. 9 in force at 22.1.2021, see [art. 1](#)

**10.** The undertaker must colour all structures yellow (colour code RAL 1023) from at least highest astronomical tide to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

**Commencement Information**

**I272** Sch. 12 Pt. 2 para. 10 in force at 22.1.2021, see [art. 1](#)

**Aviation safety**

**11.**—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by Air Navigation Order 2016<sup>MS7</sup> and determined necessary for aviation safety



in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the authorised project, in writing of the following information—

- (a) the date of the commencement of construction of the authorised project;
- (b) the date any offshore electrical installations are brought into use;
- (c) the maximum height of any construction equipment to be used;
- (d) the maximum heights of any offshore electrical installations to be constructed; and
- (e) the latitude and longitude of each offshore electrical installations to be constructed,

and the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised project. Copies of notifications must be provided to the MMO.

**Commencement Information**

**I273** Sch. 12 Pt. 2 para. 11 in force at 22.1.2021, see [art. 1](#)

**Marginal Citations**

**M57** [S.I. 2016/765](#).

**Chemicals, drilling and debris**

**12.**—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised project must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002 <sup>M58</sup> (as amended).

(2) The undertaker must ensure that any coatings or treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order, by submission of a disposal return by 31 January each year for the months August to January inclusive, and by 31 July each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

(6) The undertaker must ensure that any rock material used in the construction of the authorised project is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised project is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

#### Commencement Information

**I274** Sch. 12 Pt. 2 para. 12 in force at 22.1.2021, see [art. 1](#)

#### Marginal Citations

**M58** S.I. 2002/1355.

### Force majeure

**13.**—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life or of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

#### Commencement Information

**I275** Sch. 12 Pt. 2 para. 13 in force at 22.1.2021, see [art. 1](#)

### Pre-construction plans and documentation

**14.**—(1) The licensed activities or any phase of those activities must not commence until the following (as relevant to that phase) have been submitted to and approved in writing by the MMO in consultation with Trinity House and the MCA—

- (a) a design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO which shows, in accordance with the Development Principles—
  - (i) the proposed location, including grid co-ordinates of the centre point of the proposed location for each offshore electrical installation, subject to any micro-siting required due to anthropological constraints, environmental constraints or difficult ground conditions and choice of foundation of all offshore electrical installations;
  - (ii) the height, length and width of all offshore electrical installations;
  - (iii) the length and arrangement of all cables comprised in Work Nos. 2, 3, and 5;

- (iv) the dimensions of all monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, box-type gravity base foundations, pontoon gravity base 1 foundations and pontoon gravity base 2 foundations;
  - (v) the proposed layout of all offshore electrical installations including any exclusion zones identified under sub-paragraph 14(2)(d); and
  - (vi) any exclusion zones or micro-siting requirements identified in any mitigation scheme pursuant to sub-paragraph 14(2)(d) or relating to any Annex I reefs identified as part of surveys undertaken in accordance with condition 18,
- to ensure conformity with the description of Work Nos. 2, 3, 4 and 5 and compliance with conditions 1 to 3 above;
- (b) a construction programme to include details of—
    - (i) the proposed construction start date;
    - (ii) proposed timings for mobilisation of plant delivery of materials and installation works; and
    - (iii) an indicative written construction programme for all offshore electrical installations and electrical circuits comprised in the works at paragraph 2(f) of Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);unless otherwise agreed in writing with the MMO;
  - (c) a construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
    - (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works and having regard to any mitigation scheme pursuant to sub-paragraph 14(1)(f);
    - (ii) advisory safe passing distances for vessels around construction sites;
    - (iii) cable installation;
    - (iv) contractors;
    - (v) vessels and vessels transit corridors;
    - (vi) codes of conduct for vessel operators;
    - (vii) associated ancillary works;
    - (viii) guard vessels to be employed; and
    - (ix) details of means to avoid impacts on European sites;
  - (d) a project management plan and monitoring plan covering the period of construction and operation to include details of—
    - (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised project in relation to all activities carried out;
    - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
    - (iii) a biosecurity plan detailing how the risk of introduction and spread of invasive non-native species will be minimised;
    - (iv) waste management and disposal arrangements;
    - (v) a code of conduct for vessel operators;
    - (vi) the appointment and responsibilities of a fisheries liaison officer; and

**Changes to legislation:** *There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)*

- (vii) all spatial data for archaeological exclusion zones and application of a protocol for archaeological discoveries;
  - (e) a scour protection management plan providing details of the need, type, sources, quantity and installation methods for scour protection, which plan must be updated and resubmitted for approval if changes to it are proposed following cable laying operations;
  - (f) proposed pre-construction surveys, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 18, 19 and 20;
  - (g) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, including details of soft start procedures with specified duration periods following current best practice as advised by the relevant statutory nature conservation bodies;
  - (h) a cable specification and installation plan, to include—
    - (i) technical specification of offshore cables below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
    - (ii) a sandwave clearance plan for all designated sites affected, including details of the volumes of material to be dredged, timing of works, locations for disposal and monitoring proposals;
    - (iii) a detailed cable laying plan for the Order limits, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection;
    - (iv) a cable protection plan for all designated sites where cable protection is required, including details of the volumes, material, locations and seabed footprints for cable protection measures, where required, consideration of alternative methods of protection and monitoring proposals and provision for review and update of the plan for a period of 15 years from the date of the grant of the Order;
    - (v) proposals for the volume and areas of cable protection to be used for each cable crossing; and
    - (vi) proposals for monitoring offshore cables including cable protection during the operational lifetime of the authorised project which includes a risk based approach to the management of unburied or shallow buried cables, and, where necessary, details of micrositing through any European Site;
  - (i) an offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase; and
  - (j) an aid to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 8 for the lifetime of the authorised project.
- (2) The licensed activities or any part of those activities must not commence unless no later than six months prior to the commencement a written scheme of archaeological investigation has been submitted to and approved by the MMO, in accordance with the outline offshore written scheme

of investigation, and in accordance with industry good practice, in consultation with the statutory historic body to include—

- (a) details of responsibilities of the undertaker, archaeological consultant and contractor;
- (b) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
- (c) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within six months of any survey being completed;
- (d) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones prior to construction;
- (e) monitoring of archaeological exclusion zones during and post construction;
- (f) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS ('Online AccesS to the Index of archaeological investigationS') form with a digital copy of the report within six months of completion of construction of the authorised project, and to notify the MMO (and North Norfolk District Council where the report relates to the intertidal area) that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
- (g) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised project;
- (h) implementation of the Offshore Renewables Protocol for Reporting Archaeological Discoveries as set out by The Crown Estate; and
- (i) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.

(3) Pre-construction archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific outline written scheme of investigation (which must accord with the details set out in the outline offshore written scheme of investigation) which has been submitted to and approved by the MMO.

(4) The licensed activities or any part of those activities must not commence until a fisheries coexistence and liaison plan in accordance with the outline fisheries coexistence and liaison plan has been submitted to and approved by the MMO.

(5) In the event that driven or part-driven pile foundations are proposed to be used, the licenced activities, or any phase of those activities must not commence until a site integrity plan which accords with the principles set out in the in principle Hornsea Three Southern North Sea Special Area of Conservation Site Integrity Plan has been submitted to the MMO and the MMO is satisfied that the plan provides such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.

(6) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed 5,000kJ.

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#### **Commencement Information**

**I276** Sch. 12 Pt. 2 para. 14 in force at 22.1.2021, see [art. 1](#)

**15.—**(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 14 (save for that required under condition 14(1)(f)) must be submitted for approval at

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The pre-construction monitoring surveys, construction monitoring, post-construction monitoring and related reporting required under condition 14(1)(f) must be submitted in accordance with the following, unless otherwise agreed in writing with the MMO—

- (a) at least four months prior to the first survey, detail of any pre-construction surveys and an outline of all proposed monitoring;
- (b) at least four months prior to construction, detail on construction monitoring; and
- (c) at least four months prior to commissioning, detail of post-construction (and operational) monitoring.

(3) The design plan required by condition 14(1)(a) shall be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(4) The MMO shall determine an application for consent made under this article within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(5) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 14, unless otherwise agreed in writing by the MMO.

#### Commencement Information

**I277** Sch. 12 Pt. 2 para. 15 in force at 22.1.2021, see [art. 1](#)

### Offshore safety management

**16.** No part of the authorised project may commence until the MMO, in consultation with the MCA, has given written approval of an Emergency Response Co-operation Plan (ERCoP) which includes full details of the plan for emergency response and co-operation for the construction, operation and decommissioning phases of that part of the authorised project in accordance with the MCA recommendations contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it), and has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that part of the authorised project, adequately addressed all MCA recommendations contained within MGN543 and its annexes.

#### Commencement Information

**I278** Sch. 12 Pt. 2 para. 16 in force at 22.1.2021, see [art. 1](#)

### Reporting of engaged agents, contractors and vessels

**17.—**(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised project a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

**Commencement Information**

**I279** Sch. 12 Pt. 2 para. 17 in force at 22.1.2021, see [art. 1](#)

**Pre-construction monitoring and surveys**

**18.**—(1) The undertaker must submit in discharging condition 14(1)(f) submit a monitoring plan or plans in accordance with an in-principle monitoring plan for written approval by the MMO in consultation with the relevant statutory bodies, which shall contain details of proposed surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report, and;

- (a) the survey proposals must be in general accordance with the principles set out in the in-principle monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the preconstruction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) Subject to receipt from the undertaker of specific proposals pursuant to this Condition the pre-construction surveys must comprise, in outline—

- (a) a high-resolution swath bathymetric survey to include a 100% coverage and a side-scan sonar survey of the parts of the offshore Order limits within which it is proposed to carry out construction works and disposal activities under this licence to—
  - (i) provide a baseline of the seabed environment and bathymetric conditions against which specific post construction marine process monitoring can be undertaken, as set out within the in-principle monitoring plan;
  - (ii) determine the location, extent and composition of any biogenic or geogenic reef features, as set out within the in-principle monitoring plan;
  - (iii) inform future navigation risk assessments as part of the cable specification and installation plan;
  - (iv) inform the identification of any archaeological exclusion zone and post consent monitoring of any such archaeological exclusion zone; and
  - (v) identify and characterise any preferred sandeel habitat; and
- (b) a survey (in the parts of the offshore Order limits in which it is proposed to carry out construction works under this licence) to provide a baseline of the benthic environment within designated sites against which specific post construction benthic monitoring can be undertaken, as set out within the in-principle monitoring plan.

(3) Any monitoring report compiled in accordance with the monitoring plans provided under this condition must be provided to the MMO no later than four months following completion of the monitoring to which it relates.

**Commencement Information**

**I280** Sch. 12 Pt. 2 para. 18 in force at 22.1.2021, see [art. 1](#)



**Construction monitoring**

**19.**—(1) The undertaker must in discharging condition 14(1)(f) submit a construction monitoring plan or plans for written approval by the MMO in consultation with the relevant statutory nature conservation body, which shall include details of any proposed construction monitoring, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must be in general accordance with the principles set out in the in-principle monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) Subject to receipt from the undertaker of specific proposals pursuant to this condition the construction monitoring plan must include in outline details of vessel traffic monitoring by automatic identification system for the duration of the construction period including obligations to report annually to the MMO, Trinity House and the MCA during the construction phase of the authorised development.

(3) The undertaker must carry out the surveys specified within the construction monitoring plan or plans in accordance with that plan or plans unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

**Commencement Information**

**I281** Sch. 12 Pt. 2 para. 19 in force at 22.1.2021, see [art. 1](#)

**Post-construction monitoring**

**20.**—(1) The undertaker must in discharging condition 14(1)(f) submit a post-construction monitoring plan or plans for written approval by the MMO in consultation with the relevant statutory nature conservation body including details of proposed post-construction surveys, including methodologies (including appropriate buffers, where relevant) and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must be in general accordance with the principles set out in the in-principle monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the preconstruction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) Subject to receipt of specific proposals the post-construction survey plan or plans must include, in outline—

- (a) details of a high-resolution swath bathymetric survey to be undertaken no sooner than 6 months following completion of construction works and disposal activities were carried out under this licence to assess recovery of sandwave features within any designated site, and any changes bathymetric profile in designated sites following application of cable protection material. The need for further surveys must be agreed in writing with the MMO following submission of the first year of survey data;
- (b) details of a survey to determine any change in the location, extent and composition of any biogenic or geogenic reef feature identified in the pre-construction survey in the parts of the offshore Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (c) details of a survey to determine the recovery of any benthic features of ecological importance within designated sites, following cable burial and excavation of HDD exit pits, and to assess degree colonisation of cable protection material as detailed within the in-principle monitoring plan. The survey design must be informed by the results of the



pre-construction benthic survey. The need for further surveys must be agreed in writing with the MMO following submission of the first year of survey data;

- (d) details of vessel traffic monitoring by automatic identification system, for a period of 28 individual days taking account seasonal variations in traffic patterns over the course of one year to be submitted to the MMO, Trinity House and the MCA no later than one year following completion of the construction phase of the authorised development;
  - (e) details of a full sea floor coverage swath-bathymetry survey of the areas within which construction activity has taken place in order to inform of any dropped objects or residual navigational risk to be submitted to the MMO and MCA;
  - (f) a bathymetric survey to monitor the effectiveness of archaeological exclusion zones identified to have been potentially impacted by construction works. The data shall be analysed by an accredited archaeologist as defined in the offshore written scheme of investigation required under condition 14(2);
  - (g) a high resolution swath-bathymetric and side scan sonar survey to determine any change in the composition of any preferred sandeel habitat identified in the pre-construction survey in the parts of the offshore Order limits in which sandwave clearance activity has been carried out. The survey design must be informed by the results of the pre-construction benthic survey; and
  - (h) a swath bathymetric survey to IHO Order 1a of the installed export cable route and provision of the data and survey report(s) to the MMO, MCA and UKHO.
- (3) The undertaker must carry out the surveys specified within the post-construction monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

.....  
**Commencement Information**

**I282** Sch. 12 Pt. 2 para. 20 in force at 22.1.2021, see [art. 1](#)

### Timing of monitoring report

**21.** Any monitoring report compiled in accordance with the monitoring plans provided under conditions 18, 19 and 20 must be provided to the MMO no later than four months following completion of the monitoring to which it relates, unless otherwise agreed with the MMO.

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**Commencement Information**

**I283** Sch. 12 Pt. 2 para. 21 in force at 22.1.2021, see [art. 1](#)

### Reporting of impact pile driving

**22.—(1)** Only when driven or part-driven pile foundations or detonation of explosives are proposed to be used as part of the foundation installation the undertaker must provide the following information to the Marine Noise Registry—

- (a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving/detonation of explosives to satisfy the Marine Noise Registry's Forward Look requirements;
- (b) at 6 month intervals following the commencement of pile driving or detonation of explosives, information on the locations and dates of impact pile driving or detonation of explosives to satisfy the Marine Noise Registry's Close Out requirements;

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

- (c) within 12 weeks of completion of impact pile driving or detonation of explosives, information on the locations and dates of impact pile driving or detonation of explosives to satisfy the Marine Noise Registry's Close Out requirements.
- (2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.
- (3) For the purpose of this condition—
  - (a) “Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas; and
  - (b) “Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information.

#### Commencement Information

**I284** Sch. 12 Pt. 2 para. 22 in force at 22.1.2021, see [art. 1](#)

#### Reporting of cable protection

**23.**—(1) Not more than 4 months following completion of the construction phase of the project, the undertaker shall provide the MMO and the relevant SNCBs with a report setting out details of the cable protection used for the authorised scheme.

- (2) The report shall include the following information—
  - (a) location of the cable protection;
  - (b) volume of cable protection; and
  - (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

#### Commencement Information

**I285** Sch. 12 Pt. 2 para. 23 in force at 22.1.2021, see [art. 1](#)

#### Decommissioning of cable protection within marine protected areas

- 24.**—(1) The obligations under paragraphs (2) and (3) shall only apply if and to the extent that—
  - (a) cable protection is installed as part of the authorised project within an area designated as a European Site or MCZ as at the date of the grant of the Order; and
  - (b) it is a requirement of the written decommissioning programme approved by the Secretary of State pursuant to sections 105 of the 2004 Act, including any modification to the programme under section 108, that such cable protection is removed as part of the decommissioning of the authorised project.

(2) Within such timeframe as specified within the decommissioning programme approved by the Secretary of State, the undertaker shall carry out an appropriate survey of cables within Work Nos. 2(c), 2(d), 3(c) and 3(d) that are subject to cable protection and that are situated within any European Site or MCZ to assess the integrity and condition of that cable protection and determine the appropriate extent of the feasibility of the removal of such cable protection having regard to the condition of the cable protection and feasibility of any new removal techniques at that time, and submit that along with a method statement for recovery of cable protection to the MMO.

(3) Within such timeframe as specified within the decommissioning programme approved by the Secretary of State, the MMO must confirm whether or not it is satisfied with the method statement pursuant to (2) above.

(4) If the MMO has confirmed it is satisfied pursuant to (3) above, then within such timeframe as specified within the decommissioning programme approved by the Secretary of State, the undertaker shall endeavour to recover the cable protection to the extent identified in the survey and according to the methodology set out in the method statement submitted pursuant to (2) above.

**Commencement Information**

**I286** Sch. 12 Pt. 2 para. 24 in force at 22.1.2021, see [art. 1](#)

SCHEDULE 13

Article 37

ARBITRATION RULES

**Primary objective**

1.—(1) The primary objective of these Arbitration Rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within 4 months from the date the Arbitrator is appointed pursuant to article 37 (arbitration) of the Order.

(2) The Parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the Parties. Any dispute which is not resolved amicably by the senior management of the Parties within twenty business days of the dispute arising, or such longer period as agreed in writing by the Parties, shall be subject to arbitration in accordance with the terms of this Schedule.

(3) The Arbitration shall be deemed to have commenced when a party (“the Claimant”) serves a written notice of arbitration on the other party (“the Respondent”).

**Commencement Information**

**I287** Sch. 13 para. 1 in force at 22.1.2021, see [art. 1](#)

**Time periods**

2.—(1) All time periods in these Arbitration Rules will be measured in business days and this will exclude weekends, bank and public holidays.

(2) Time periods will be calculated from the day after the Arbitrator is appointed which shall be either—

- (a) the date the Arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or
- (b) the date the Arbitrator is appointed by the Secretary of State.

**Commencement Information**

**I288** Sch. 13 para. 2 in force at 22.1.2021, see [art. 1](#)

## Timetable

3.—(1) The timetable for the arbitration will be that set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 15 days of the Arbitrator being appointed, the Claimant shall provide both the Respondent and the Arbitrator with—

- (a) a written Statement of Claim which describes the nature of the difference between the parties, the legal and factual issues, the Claimant's contentions as to those issues, and the remedy it is seeking; and
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 15 days of receipt of the Claimant's statements under sub-paragraph (2) by the Arbitrator and Respondent, the Respondent shall provide the Claimant and the Arbitrator with—

- (a) a written Statement of Defence responding to the Claimant's Statement of Claim, its statement in respect of the nature of the difference, the legal and factual issues in the Claimant's claim, its acceptance of any element(s) of the Claimant's claim, its contentions as to those elements of the Claimant's claim it does not accept;
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and
- (c) any objections it wishes to make to the Claimant's statements, comments on the Claimant's expert report(s) (if submitted by the Claimant) and explanations for the objections.

(4) Within 5 days of the Respondent serving its statements sub-paragraph (3), the Claimant may make a Statement of Reply by providing both the Respondent and the Arbitrator with—

- (a) a written statement responding to the Respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;
- (b) all statements of evidence and copies of documents in response to the Respondent's submissions;
- (c) any expert report in response to the Respondent's submissions;
- (d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent; and
- (e) its written submissions in response to the legal and factual issues involved.

### Commencement Information

1289 Sch. 13 para. 3 in force at 22.1.2021, see [art. 1](#)

## Procedure

4.—(1) The Arbitrator shall make an award on the substantive difference based solely on the written material submitted by the parties unless the Arbitrator decides that a hearing is necessary to explain or resolve any matters.

(2) Either party may, within 2 days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(3) Within 5 days of receiving the last submission, the Arbitrator will notify the parties whether a hearing is to be held and the length of that hearing.

(4) Within 10 days of the Arbitrator advising the parties that he will hold a hearing, the date and venue for the hearing will be fixed by agreement with the parties, save that if there is no agreement the Arbitrator shall direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing shall not be less than 35 days from the date of the Arbitrator's direction confirming the date and venue of the hearing.

(5) A decision will be made by the Arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the Arbitrator, then any expert(s) attending the hearing may be asked questions by the Arbitrator.

(6) There will be no process of examination and cross-examination of experts, but the Arbitrator shall invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the Arbitrator's questions. Prior to the hearing the procedure for the expert(s) will be that—

- (a) at least 20 days before a hearing, the Arbitrator will provide a list of issues to be addressed by the expert(s);
- (b) if more than one expert is called, they will jointly confer and produce a joint report or reports within 10 days of the issues being provided; and
- (c) the form and content of a joint report shall be as directed by the Arbitrator and must be provided at least 5 days before the hearing.

(7) Within 10 days of a Hearing or a decision by the Arbitrator that no hearing is to be held the Parties may by way of exchange provide the Arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The Arbitrator shall take these submissions into account in the [F41award].

(8) The Arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within 4 months of the date on which they are appointed, unless both parties otherwise agree to an extension to the date for the award.

(9) If a party fails to comply with the timetable, procedure or any other direction then the Arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(10) The Arbitrator's award shall include reasons. The parties shall accept that the extent to which reasons are given shall be proportionate to the issues in dispute and the time available to the Arbitrator to deliver the award.

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#### **Textual Amendments**

**F41** Word in Sch. 13 para. 4(7) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), [Sch.](#)

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#### **Commencement Information**

**I290** Sch. 13 para. 4 in force at 22.1.2021, see [art. 1](#)

### **Arbitrator's powers**

5.—(1) The Arbitrator has all the powers of the Arbitration Act 1996 <sup>M59</sup>, including the non-mandatory sections, save where modified by these Rules.

(2) There shall be no discovery or disclosure, except that the Arbitrator shall have the power to order the parties to produce such documents as are reasonably requested by another party no

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

later than the Statement of Reply, or by the Arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders should be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the Arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the Arbitrator. In the absence of agreement, the Arbitrator may vary the timescales and/or procedure—

- (a) if the Arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;
- (b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the Arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the Arbitrator's fees and expenses.

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**Commencement Information**

**I291** Sch. 13 para. 5 in force at 22.1.2021, see [art. 1](#)

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**Marginal Citations**

**M59** 1996 c.23.

**Costs**

6.—(1) The costs of the Arbitration shall include the fees and expenses of the Arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the Arbitration.

(2) Subject to sub-paragraph (3), the Arbitrator will award recoverable costs on the general principle that each party should bear its own costs.

(3) The Arbitrator may depart from the general principle in sub-paragraph (2) and make such other costs award as it considers reasonable where a party has behaved unreasonably as defined within the National Planning Practice Guidance or such other guidance as may replace it.

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**Commencement Information**

**I292** Sch. 13 para. 6 in force at 22.1.2021, see [art. 1](#)

**Confidentiality**

7.—(1) Subject to sub-paragraphs (2) and (3), any arbitration hearing and documentation shall be open to and accessible by the public.

(2) The Arbitrator may direct that the whole or part of a hearing is to be private or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(3) Nothing in this paragraph shall prevent any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

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**Commencement Information**

**I293** Sch. 13 para. 7 in force at 22.1.2021, see [art. 1](#)

SCHEDULE 14

Article 45

COMPENSATION MEASURES

**PART 1**

KITTIWAKE COMPENSATION MEASURES

1. In this Schedule:

“the FFC” means the site designated as the Flamborough and Filey Coast Special Protection Area; and

“the kittiwake compensation plan [<sup>F42</sup>]” means the document certified as the kittiwake compensation plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans and documents etc.).

**Textual Amendments**

**F42** Sch. 14 Pt. 1 para. 1 punctuation inserted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), **Sch.**

**Commencement Information**

**I294** Sch. 14 para. 1 in force at 22.1.2021, see [art. 1](#)

2. The authorised development may not be commenced until a plan for the work of the Offshore Ornithology Engagement Group (“OOEG”) has been submitted to and approved by the Secretary of State. Such plan to include:

- (a) terms of Reference of the OOEG;
- (b) details of the membership of the OOEG;
- (c) details of the schedule of meetings, timetable for preparation of the kittiwake implementation and monitoring plan (the “KIMP”) and reporting and review periods; and
- (d) the dispute resolution mechanism.

**Commencement Information**

**I295** Sch. 14 para. 2 in force at 22.1.2021, see [art. 1](#)

3. The KIMP must be submitted to the Secretary of State for approval (in consultation with the MMO, the local planning authority or authorities for the land containing the artificial nest sites, and Natural England). The KIMP must be based on the strategy for kittiwake compensation set out in the kittiwake compensation plan and include:

- (a) details of locations where compensation measures will be deployed and details of landowner agreements demonstrating how the land will be bought or leased and assurances that the land management will deliver the ecology objectives of the KIMP;
- (b) details of designs of artificial nest sites including the number of nesting structures; and how risks from avian or mammalian predation and unauthorised human access will be mitigated;

<sup>F43</sup>(c) an implementation timetable for delivery of four artificial nest structures that ensures all necessary compensation measures are in place to allow three full kittiwake breeding



**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

seasons in respect of three artificial nest structures prior to the operation of any turbine forming part of the authorised development, and for the fourth artificial nest structure to be delivered prior to final commissioning of the authorised development;]

- (d) details of the proposed ongoing monitoring of the measures including: survey methods; survey programmes; success criteria; recording of OOEG consultations and project reviews; details of the factors used to trigger alternative compensation measures and/ or adaptive management measures; and annual reporting to the Secretary of State;
- (e) details of any adaptive management measures, to include the provision of additional nesting sites if capacity in one location is exceeded;
- (f) provision for annual reporting to the Secretary of State, to include details of the use of each site by breeding kittiwake to identify barriers to success and target the adaptive management measures. This would include the number of birds colonising the site; evidence of birds prospecting; nesting attempts; egg laying; hatching; and fledging.
- (g) details of how natal dispersal and colony interchange with the FFC kittiwake colony will be considered and proposals for assessing any evidence of additional productivity to the FFC;
- (h) details of the artificial nesting site maintenance schedule; and
- (i) details of the work within the exploration of prey availability measures as set out in Appendix 1 of the response from the undertaker to the Secretary of State's minded to approve letter dated 1 July 2020, that could support practical management measures to increase prey availability, and which should be undertaken alongside the artificial nest site installation.

#### Textual Amendments

**F43** Sch. 14 para. 3(c) substituted (10.5.2024) by [The Hornsea Three Offshore Wind Farm \(Amendment\) Order 2024 \(S.I. 2024/627\)](#), arts. 1, **3(a)**

#### Commencement Information

**I296** Sch. 14 para. 3 in force at 22.1.2021, see [art. 1](#)

[<sup>F44</sup>4. The undertaker must implement the measures as set out in the KIMP approved by the Secretary of State and no operation of any turbine forming part of the authorised development may be commenced until three full breeding seasons have elapsed from the implementation of three of the artificial nest structures and no final commissioning of the authorised development must take place until the fourth artificial nest structure has been implemented For the purposes of this paragraph each breeding season is assumed to have commenced on 1 March in each year and ended on 30 September.]

#### Textual Amendments

**F44** Sch. 14 para. 4 substituted (10.5.2024) by [The Hornsea Three Offshore Wind Farm \(Amendment\) Order 2024 \(S.I. 2024/627\)](#), arts. 1, **3(b)**

5. The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the KIMP.



**Commencement Information**

**I297** Sch. 14 para. 5 in force at 22.1.2021, see [art. 1](#)

6. Once the measures have been implemented the undertaker shall provide an annual report to the Secretary of State on the progress of the measures as detailed in the KIMP.

**Commencement Information**

**I298** Sch. 14 para. 6 in force at 22.1.2021, see [art. 1](#)

7. The artificial nest structures must not be decommissioned without written approval of the Secretary of State. The artificial nest structures shall be maintained beyond the operational lifetime of the authorised development if they are colonised, and routine and adaptive management measures and monitoring must continue whilst the artificial nesting structures are in place.

**Commencement Information**

**I299** Sch. 14 para. 7 in force at 22.1.2021, see [art. 1](#)

8. The KIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved KIMP must be in accordance with the principles set out in the kittiwake compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the kittiwake compensation plan.

**Commencement Information**

**I300** Sch. 14 para. 8 in force at 22.1.2021, see [art. 1](#)

## PART 2

### BENTHIC COMPENSATION MEASURES

#### Benthic compensation measures

9. In this part of the Schedule:

“the NNSSR” means the site designated as the North Norfolk Sandbanks and Saturn Reef Special Area of Conservation;

“the WNNC” means the site designated as the Wash and North Norfolk Coast Special Area of Conservation; and

“the sandbanks compensation strategy” means the document certified as the sandbanks compensation strategy by the Secretary of State for the purposes of this Order under article 36 (certification of plans and documents etc.).

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

#### Commencement Information

**I301** Sch. 14 para. 9 in force at 22.1.2021, see [art. 1](#)

**10.** The authorised development may not be commenced until a plan for the work of a Steering Group who will shape and inform the scope and delivery of Sandbanks Implementation Plans for the NNSR and the WNNC (“the SIPs”) has been submitted to and approved by the Secretary of State. Such plan to include:

- (a) terms of reference of the Steering Group;
- (b) the membership of the Steering Group;
- (c) the schedule of meetings, timetable for preparation of the SIPs and reporting and review periods; and
- (d) the dispute resolution mechanism.

#### Commencement Information

**I302** Sch. 14 para. 10 in force at 22.1.2021, see [art. 1](#)

**11.** The Steering Group must be consulted on i) the proposed SIPs prior to the submission to the Secretary of State and ii) the decommissioning feasibility study and monitoring plans prior to the submission to the MMO and must be consulted further as required during the approval process for each. The undertaker will meet with and report to the Steering Group at least annually throughout the establishment and implementation phases of [<sup>F45</sup>the SIPs] and document the conclusions of the meetings.

#### Textual Amendments

**F45** Words in [Sch. 14 para. 11](#) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), [art. 1\(2\)](#), [Sch.](#)

#### Commencement Information

**I303** Sch. 14 para. 11 in force at 22.1.2021, see [art. 1](#)

**12.** A SIP for each of the NNSR and the WNNC must be submitted to the Secretary of State for approval.

#### Commencement Information

**I304** Sch. 14 para. 12 in force at 22.1.2021, see [art. 1](#)

**13.** Each SIP must accord with the principles set out in the Sandbanks Compensation Strategy relating to the protected feature “sandbanks slightly covered by water all the time” and must include the following:

- (a) details of how all impacts to Annex 1 reef habitats within designated sites will be avoided;
- (b) details of the locations for the disposal of dredged material, and evidence that the disposal mechanism will allow sediment to be retained within the sandbank system and avoid impacts to other features, particularly reef habitats;
- (c) details of the areas which will be subject to marine debris removal, which should equate to no less than 41.80 ha at NNSR and 2.77 ha at WNNC;

- (d) details of the marine debris awareness events, and measures to facilitate the rapid recovery of lost fishing gear, as detailed in the sandbanks compensation strategy. Such measures should be applied to both NNSSR and WNCC;
- (e) an environmental monitoring plan to include: appropriate surveys to assess the effects of cable protection on sediment movement and epifauna assemblages during the operation of [<sup>F46</sup>the authorised project], to improve the evidence base for assessing the impacts of offshore windfarm cable installation and rock protection for future projects; and appropriate surveys to monitor the recovery of the areas of the NNSSR and the WNNC impacted by cable protection, post-decommissioning; and
- (f) Details of the timetable for implementation of each measure.

**Textual Amendments**

**F46** Words in Sch. 14 para. 13(e) substituted (21.5.2021) by [The Hornsea Three Offshore Wind Farm \(Correction\) Order 2021 \(S.I. 2021/599\)](#), art. 1(2), Sch.

**Commencement Information**

**I305** Sch. 14 para. 13 in force at 22.1.2021, see [art. 1](#)

**14.** No cable installation works in Work No. 2(c) and (d), Work No. 3(c) and (d) and Work No. 5 may be commenced until a SIP for each of the NNSSR and the WNNC has been approved in writing by the Secretary of State. Before approving the SIPs the Secretary of State must consult the MMO and Natural England and, in relation to the SIP for the NNSSR, the JNCC.

**Commencement Information**

**I306** Sch. 14 para. 14 in force at 22.1.2021, see [art. 1](#)

**15.** No cable installation work in Work No, 2(c) and (d), Work No, 3(c) and (d) and Work No. 5 may be commenced until the KIMP for the FFC as described in Part 1 of this Schedule has been approved in writing by the Secretary of State.

**Commencement Information**

**I307** Sch. 14 para. 15 in force at 22.1.2021, see [art. 1](#)

**16.** The measures in the SIPs must be carried out in accordance with the timetable in the relevant SIP as approved by the Secretary of State. In particular no cable installation works in Work No. 2(c) and (d), Work No. 3(c) and (d) and Work No. 5 may be commenced unless the measures set out in paragraph 13(c) have been completed.

**Commencement Information**

**I308** Sch. 14 para. 16 in force at 22.1.2021, see [art. 1](#)

**17.** No later than four months prior to each deployment of cable protection, except where otherwise stated or unless otherwise agreed in writing by the MMO, the undertaker must submit the following documents for approval by the MMO:

**Changes to legislation:** There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020. (See end of Document for details)

- (a) A decommissioning feasibility study on the proposed cable protection to be updated at intervals of not more than every ten years throughout the operational phase of the project; and
- (b) A monitoring plan including appropriate surveys of cables situated within WNNC and NNSR that are subject to cable protection to assess the integrity and condition of that cable protection and determine the appropriate extent of the feasibility of the removal of such cable protection having regard to the condition of the cable protection and feasibility of any new removal techniques at that time, along with a method statement for recovery of cable protection.

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**Commencement Information**

**I309** Sch. 14 para. 17 in force at 22.1.2021, see [art. 1](#)

**18.** A SIP approved under this Schedule, includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved SIP must be in accordance with the principles and assessments set out in the Sandbanks Compensation Strategy and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in those sandbank compensation strategy.

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**Commencement Information**

**I310** Sch. 14 para. 18 in force at 22.1.2021, see [art. 1](#)

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## EXPLANATORY NOTE

*(This note is not part of the Order)*

This Order grants development consent for, and authorises the construction, operation and maintenance of an offshore wind farm in the North Sea approximately 121 kilometres to the northeast of the north Norfolk coast and approximately 10 kilometres west of the median line between UK and Netherlands waters together with associated development. This Order imposes requirements in connection with the development and authorises the compulsory purchase of land (including rights in land) and the right to use land and to override easements and other rights. This Order also grants deemed marine licences under Part 4 of the Marine and Coastal Access Act 2009 in connection with the wind farms. The marine licences impose conditions in connection with the deposits and works for which they grant consent.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 36 (certification of plans and documents etc) together with a copy of any guarantee or alternative form of security approved by the Secretary of State pursuant to article 43, may be inspected free of charge at the offices of Orsted at 5 Howick Place, London SW1P 1WG.

**Changes to legislation:**

There are currently no known outstanding effects for the The Hornsea Three Offshore Wind Farm Order 2020.

## 6. NORFOLK VANGUARD OFFSHORE WIND FARM ORDER 2022



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STATUTORY INSTRUMENTS

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**2022 No. 138**

**INFRASTRUCTURE PLANNING**

**The Norfolk Vanguard Offshore Wind Farm Order 2022**

*Made* - - - - *11th February 2022*

*Coming into force* - - *5th March 2022*

An application has been made to the Secretary of State under section 37 of the Planning Act 2008 (“the 2008 Act”)(**(1)**) and in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(**(2)**) for an order granting development consent.

The application was examined by the Examining Authority appointed by the Secretary of State pursuant to sections 61(**(3)**) and 65(**(4)**) of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of that Act and with the Infrastructure Planning (Examination Procedure) Rules 2010(**(5)**). The Examining Authority has submitted a report to the Secretary of State under section 74(**(2)**)(**(6)**) of the 2008 Act.

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 3 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009(**(7)**) and, as a national policy statement has effect in relation to the proposed development, has had regard to the documents and matters referred to in section 104(**(2)**)(**(8)**) of the 2008 Act.

The Secretary of State, having decided the application, has determined to make an Order granting development consent for the development described in the application on terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

The Secretary of State is satisfied that open space comprised within the Order land, when burdened with the new rights authorised for compulsory acquisition under the terms of this Order, will be no less advantageous than it was before such acquisition, to the persons in whom it is vested, other persons, if any, entitled to rights of common or other rights, and the public and that, accordingly, section 132(**(3)**)(**(9)**) of the 2008 Act applies.

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(1) [2008 c. 29](#). Section 37 was amended by Chapter 6 of Part 6 of, and Schedule 13 to, the Localism Act [2011 \(c. 20\)](#).  
(2) [S.I. 2009/2264](#).  
(3) Section 61 was amended by section 128(2) and Schedule 13, paragraph 18 to the Localism Act [2011 \(c. 20\)](#) and by section 26 of the Infrastructure Act [2015 \(c. 7\)](#).  
(4) Section 65 was amended by Schedule 13 paragraph 22(2) and Schedule 25, paragraph 1 to the Localism Act 2011 and by section 27(1) of the Infrastructure Act [2015 \(c. 7\)](#).  
(5) [S.I. 2010/103](#), amended by [S.I. 2012/635](#).  
(6) Section 74 was amended by sections 128(2) and 237 and by Schedule 13, paragraph 29 and Schedule 25, paragraph 1, to the Localism Act [2011 \(c. 20\)](#).  
(7) [S.I. 2009/2263](#). Regulation 3 was amended by [S.I. 2012/635](#) and [S.I. 2012/787](#). [S.I. 2009/2263](#) was revoked by [S.I. 2017/572](#), but continues to apply to this application for development consent by virtue of transitional provisions contained in regulation 37(2) of that instrument.  
(8) Section 104 was amended by section 58(5) of the Marine and Coastal Access Act [2009 \(c. 23\)](#) and by section 128(2) and Schedule 13, paragraphs 1 and 49(1) to (6) of the Localism Act [2011 \(c. 20\)](#).  
(9) Section 132 was amended by section 24(3) of the Growth and Infrastructure Act [2013 \(c. 27\)](#).

The Secretary of State in exercise of the powers conferred by sections 114, 115, 120(10), 140 and 149A of the 2008 Act makes the following Order—

## PART 1

### Preliminary

#### Citation and commencement

1. This Order may be cited as the Norfolk Vanguard Offshore Wind Farm Order 2022 and comes into force on 5th March 2022.

#### Commencement Information

**II** Art. 1 in force at 5.3.2022, see [art. 1](#)

#### Interpretation

2.—(1) In this Order—

- “the 1961 Act” means the Land Compensation Act 1961(11);
- “the 1965 Act” means the Compulsory Purchase Act 1965(12);
- “the 1980 Act” means the Highways Act 1980(13);
- “the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981(14);
- “the 1989 Act” means the Electricity Act 1989(15);
- “the 1990 Act” means the Town and Country Planning Act 1990(16);
- “the 1991 Act” means the New Roads and Street Works Act 1991(17);
- “the 2003 Act” means the Communications Act 2003(18);
- “the 2004 Act” means the Energy Act 2004(19);
- “the 2008 Act” means the Planning Act 2008(20);
- “the 2009 Act” means the Marine and Coastal Access Act 2009(21);
- “the 2016 Regulations” means the Environmental Permitting (England and Wales) Regulations 2016(22);

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(10) Sections 114,115 and 120 were amended by sections 128(2) and 140 and Schedule 13, paragraphs 1, 55(1), (2) and 60(1) and (3) of the Localism Act 2011 (c. 20). Relevant amendments were made to section 115 by section 160(1) to (6) of the Housing and Planning Act 2016 (c. 22).

(11) 1961 c. 33.

(12) 1965 c. 56.

(13) 1980 c. 66.

(14) 1981 c. 66.

(15) 1989 c. 29.

(16) 1990 c. 8.

(17) 1991 c. 22.

(18) 2003 c. 21.

(19) 2004 c. 20.

(20) 2008 c. 29.

(21) 2009 c. 23.

(22) S.I. 2016/1154.



“access to works plan” means the plan certified as the access to works plan by the Secretary of State for the purposes of this Order under article 37;

“accommodation platform” means a fixed structure providing offshore accommodation for personnel;

“ancillary works” means the ancillary works described in Part 2 of Schedule 1 (ancillary works) and any other works authorised by this Order and which are not development within the meaning of section 32 of the 2008 Act;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 (authorised development) which is development within the meaning of section 32 of the 2008 Act;

“authorised project” means the authorised development and the ancillary works authorised by this Order;

“book of reference” means the book of reference certified by the Secretary of State under article 37 as the book of reference for the purposes of this Order;

“building” includes any structure or erection or any part of a building, structure or erection;

“business day” means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971(23);

“cable” means any onshore or offshore cable and in respect of any onshore cable includes direct lay cables and/or cables pulled through cable ducts;

“cable ducts” means conduits for the installation of cables and/or fibre optic cables;

“carriageway” has the same meaning as in the 1980 Act;

“commence” means, (a) in relation to works seaward of MHWS, the first carrying out of any licensed marine activities authorised by the deemed marine licences, save for pre-construction surveys and monitoring approved under the deemed marine licences or, (b) in respect of any other works comprised in the authorised project, the first carrying out of any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project other than operations consisting of site clearance, demolition work, archaeological investigations, environmental surveys, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, temporary hard standing, the temporary display of site notices or advertisements and the words “commencement” and “commenced” must be construed accordingly;

“converter building” means the building housing the principal electrical equipment comprised in Work No. 8A;

“deemed marine licences” means the marine licences set out in Schedules 9, 10, 11 and 12;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“design and access statement” means the document certified as the design and access statement by the Secretary of State for the purposes of this Order under article 37;

“development principles” means the document certified as the Development Principles by the Secretary of State for the purposes of this Order under article 37;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order under article 37;

“draught height” means the distance between the lowest point of the rotating blade of a wind turbine generator and MHWS;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order under article 37;

“gravity base system” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

“highway” has the same meaning as in section 328(1) of the 1980 Act<sup>(24)</sup>;

“highway authority” means National Highways or Norfolk County Council (as appropriate);

“horizontal directional drilling” means a trenchless technique for installing an underground duct between two points without the need to excavate vertical shafts;

“important hedgerows plan” means the document certified as the important hedgerows plan by the Secretary of State for the purposes of this Order under article 37;

“in principle Norfolk Vanguard Southern North Sea Special Area of Conservation site integrity plan” means the document certified as the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation site integrity plan by the Secretary of State for the purposes of this Order under article 37;

“interface cables” means buried onshore cables and fibre optic cables which connect the onshore project substation to the National Grid substation;

“jacket foundation” means a steel jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“jointing pit” means an excavation formed to enable the jointing of high voltage power cables and fibre optic cables;

“jointing works” means a process by which two or more cables or fibre optic cables are connected to each other by means of cable joints within a jointing pit;

“landfall” means the location at which the offshore cables and fibre optic cables come ashore;

“land plan” means the plan certified as the land plan by the Secretary of State for the purposes of this Order under article 37;

“LIDAR” means light detection and ranging;

“limits of deviation” means the limits of deviation referred to in article 4 (limits of deviation) for the overhead line modification works comprised in Work No. 11A;

“maintain” includes inspect, upkeep, repair, adjust, and alter, and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable, any component part of any wind turbine generator, offshore electrical substation, accommodation platform, meteorological mast, and the onshore transmission works described in Part 1 of Schedule 1 (authorised development) not including the removal, reconstruction or replacement of foundations and buildings associated with

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(24) Relevant amendments are as follows: section 1 was amended by sections 8 and 102 and Schedules 4, paragraph 1 and Schedule 17 of the Local Government Act 1985 (c. 51), by section 21 of the 1991 Act and by section 1(6) and Schedule 1, paragraphs 1 to 4 of the Infrastructure Act 2015 (c. 7).

the onshore project substation), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“mean low water springs” or “MLWS” means the lowest level which spring tides reach on average over a period of time;

“measurement buoy” means any floating device used for measurement purposes, including LIDAR buoys and wave buoys;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“MMO” means the Marine Management Organisation;

“mobilisation area” means an area associated with the onshore transmission works including hard standings, lay down and storage areas for construction materials and equipment, areas for spoil, areas for vehicular parking, bunded storage areas, areas for welfare facilities including offices and canteen and washroom facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

“National Grid” means National Grid Electricity Transmission PLC;

“National Grid substation extension” means the extension to the existing 400kV National Grid substation at Necton to provide a connection point to the 400kV grid network, including switchgear, circuit breakers and extension to existing busbar structures;

“Hornsea Three Offshore Wind Farm Development Consent Order” means the development consent order made by the Secretary of State in relation to the Hornsea Three offshore wind farm on 31st December 2020(25);

“Norfolk Boreas Development Consent Order” means the order made by the Secretary of State on 10th December 2021 authorising the Norfolk Boreas offshore wind farm(26);

“Norfolk Vanguard East” means the eastern area located in the offshore Order limits within which wind turbine generators will be situated;

“Norfolk Vanguard West” means the western area located in the offshore Order limits within which wind turbine generators will be situated;

“offshore cable crossings” means the crossing of existing sub-sea cables or pipelines or other existing offshore infrastructure by the array, interconnecting and/or export cables and fibre optic cables authorised by this Order together with physical protection measures including concrete mattresses, rock placement or other protection methods;

“offshore electrical platform” means a platform attached to the seabed by means of a foundation, with one or more decks, whether open or fully clad, accommodating electrical power transformers, switchgear, instrumentation, protection and control systems, and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order under article 37;

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(25) S.I. 2020/1656.

(26) S.I. 2021/1414.

“offshore works” means Work Nos. 1 to 4B and any ancillary works in connection with those works;

“onshore decommissioning plan” means a plan to decommission Work No. 4B to Work No. 12 which includes a programme within which any works of decommissioning must be undertaken;

“onshore project substation” means a facility containing electrical equipment including (but not limited to) power transformers, switchgear, welfare facilities, access, fencing and other associated equipment, structures or buildings;

“onshore transmission works” means Work Nos. 4C to 12 and any related further associated development in connection with those works and ancillary works described in Schedule 1 part 1 and Schedule 1 part 2 respectively;

“OPS Masterplan” means the document certified as the OPS Masterplan by the Secretary of State for the purposes of article 37;

“Order land” means the land shown on the land plan which is within the limits of land to be acquired and described in the book of reference;

“Order limits” means the limits shown on the works plan within which the authorised project may be carried out, whose grid coordinates seaward of MHWS are set out in paragraph 2 of Part 1 of Schedule 1 (authorised development) of this Order;

“outline access management plan” means the document certified as the outline access management plan by the Secretary of State for the purposes of this Order under article 37;

“outline code of construction practice” means the document certified as the outline code of construction practice by the Secretary of State for the purposes of this Order under article 37;

“outline operational drainage plan” means the document certified as the outline operational drainage plan by the Secretary of State for the purposes of this Order under article 37;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order under article 37;

“outline landscape and ecological management strategy” means the document certified as the outline landscape and ecological management strategy by the Secretary of State for the purposes of this Order under article 37;

“outline marine traffic monitoring strategy” means the document certified as the outline marine traffic monitoring strategy by the Secretary of State for the purposes of this Order under article 37;

“outline Norfolk Vanguard Haisborough, Hammond and Winterton Special Area of Conservation site integrity plan” means the document certified as the outline Norfolk Vanguard Haisborough, Hammond and Winterton Special Area of Conservation site integrity plan by the Secretary of State for the purposes of this Order under article 37;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order under article 37;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State for the purposes of this Order under article 37;

“outline scour protection and cable protection plan” means the document certified as the outline scour protection and cable protection plan the Secretary of State for the purposes of this Order under article 37;

“outline skills and employment strategy” means the document certified as the outline skills and employment strategy by the Secretary of State for the purposes of this Order under article 37;

“outline traffic management plan” means the document certified as the outline traffic management plan by the Secretary of State for the purposes of this Order under article 37;

“outline travel plan” means the document certified as the outline travel plan by the Secretary of State for the purposes of this Order under article 37;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order under article 37;

“outline written scheme of investigation (onshore)” means the document certified as the outline written scheme of investigation (onshore) by the Secretary of State for the purposes of this Order under article 37;

“overhead line modification” means alteration and repositioning of the overhead line, including removal of part of the overhead line, in respect of the existing Walpole to Norwich Main 400kV overhead line between pylons 4VV123 and 4VV127 on land north east of Necton, Norfolk to allow connection into the National Grid substation extension including connecting into the National Grid sealing end compound;

“owner” in relation to land, has the same meaning as in section 7 of the Acquisition of Land Act 1981(27);

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“relevant drainage authorities” means the drainage board for the area of land to which the relevant provision of this Order applies within the meaning of section 23 of the Land Drainage Act 1991(28);

“relevant planning authority” means the district planning authority for the area in which the land to which the relevant provision of this Order applies is situated;

“requirements” means, or a reference to a numbered requirement is to, those matters set out in Part 3 of Schedule 1 (requirements) to this Order;

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement;

“single offshore phase” means carrying out all offshore works as a single construction operation;

“single onshore phase” means a single duct laying operation followed by a one separate operation to pull the cables through the ducts and one separate operation to construct the onshore project substation;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“statutory undertaker” means any person falling within section 127(8) of the 2008 Act and a public communications provider as defined in section 151 of the 2003 Act;

“street” means a street within the meaning of section 48 of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes part of a street;

“street authority” in relation to a street, has the same meaning as in Part 3 of the 1991 Act(29);

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(27) 1981 c. 67. Section 7 was amended by section 70 of, and paragraph 9 of Schedule 15 to, the Planning and Compensation Act 1991 (c. 34). There are other amendments to the 1981 Act which are not relevant to this Order.

(28) 1991 c. 59. Section 23 was amended by paragraph 192 of Schedule 22 to the Environment Act 1995 (c. 25), and by paragraph 32 of Schedule 2 to the Flood and Water Management Act 2010 (c. 29).

(29) “street authority” is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act 2015 (c. 7).

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“temporary stopping up of public rights of way plan” means the plan certified as the temporary stopping up of public rights of way plan by the Secretary of State for the purposes of this Order under article 37;

“transition jointing pit” means an excavation formed to enable the jointing of the offshore export cables and fibre optic cables comprised in Work No. 4B to the onshore transmission works;

“tribunal” means the Lands Chamber of the Upper Tribunal;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“trenchless installation techniques” means techniques for installing an underground duct between two points, without excavating and back-filling a trench;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“two onshore phases” means a single duct laying operation followed by two separate operations to pull the cables through the ducts and two separate operations to construct the onshore project substation;

“undertaker” means Norfolk Vanguard Limited (Company No. 08141115) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“watercourse” includes all rivers, streams, creeks, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain;

“wind turbine generator” means a structure comprising a tower, rotor with up to three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include (but is not limited to) corrosion protection systems, helicopter landing facilities and other associated equipment, fixed to a foundation; and

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order under article 37;

(2) References in this Order to rights over land include references to rights to do or restrain or to place and maintain, anything in, on or under land or in the air-space above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over the land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or which is an interest otherwise comprised in the Order land.

(3) All distances, directions and lengths referred to in this Order are approximate, save in respect of the parameters referred to in:

- (a) paragraph 1(c) and paragraph 1(e) (disposal volumes in connection with Work Nos. 1 to 4B) in Part 1, Schedule 1 (authorised development);
- (b) requirements 2 to 11 and requirement 16 in Part 3, Schedule 1 (requirements);
- (c) conditions 1 to 8 in Part 4 of the deemed marine licences for the generation assets (Schedules 9 and 10); and
- (d) conditions 1 to 3 in Part 4 of the deemed marine licences for the transmission assets (Schedules 11 and 12).

(4) Any reference in this Order to a work identified by the number of the work is to be construed as a reference to the work of that number authorised by this Order.

(5) Unless otherwise stated, references in this Order to points identified by letters are to be construed as references to the points so lettered on the works plan.

(6) The expression “includes” is to be construed without limitation unless the contrary intention appears.

**Commencement Information**

**I2** Art. 2 in force at 5.3.2022, see [art. 1](#)

## PART 2

### Principal Powers

#### Development consent etc. granted by the Order

3.—(1) Subject to the provisions of this Order and to the requirements the undertaker is granted—

- (a) development consent for the authorised development; and
- (b) consent for the ancillary works,

to be carried out within the Order limits.

(2) Subject to the requirements and conditions in the deemed marine licences, Work Nos. 1 to 4B must be constructed within the Order limits seaward of MHWS and Work Nos. 4C to 12 must be constructed within the Order limits landward of MHWS.

**Commencement Information**

**I3** Art. 3 in force at 5.3.2022, see [art. 1](#)

#### Limits of deviation

4. In carrying out the overhead line modification as part of Work No.11A the undertaker may—

- (a) deviate vertically from the levels of the existing 400kV overhead line from Walpole to Norwich Main to be modified as part of Work No.11A—
  - (i) to any extent not exceeding 4 metres upwards; or
  - (ii) to any extent downwards as may be found to be necessary or convenient.
- (b) deviate laterally from the lines or situations of the existing 400kV overhead line from Walpole to Norwich Main to be modified as part of Work No.11A to any extent not exceeding 25 metres either side of the existing overhead line as shown by the limits of deviation relating to that work on the works plan.

**Commencement Information**

**I4** Art. 4 in force at 5.3.2022, see [art. 1](#)



### Power to maintain authorised project

5.—(1) The undertaker may at any time maintain the authorised project, except to the extent that this Order or an agreement made under this Order provides otherwise.

(2) The power to maintain conferred under paragraph (1) does not relieve the undertaker of any requirement to obtain a licence under Part 4 of the 2009 Act (marine licensing) for offshore works not covered by the deemed marine licences.

#### Commencement Information

**I5** Art. 5 in force at 5.3.2022, see [art. 1](#)

### Benefit of the Order

6.—(1) Subject to this article, the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Subject to paragraphs (4), (5) and (6), the undertaker may with the written consent of the Secretary of State—

- (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (3) below) and such related statutory rights as may be agreed between the undertaker and the transferee; and
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (3) below) and such related statutory rights as may be so agreed;

except where paragraph (10) applies, in which case no consent of the Secretary of State is required.

(3) Subject to paragraph (5), the undertaker may with the written consent of the Secretary of State—

- (a) where an agreement has been made in accordance with paragraph (2)(a), transfer to the transferee the whole of any of the deemed marine licences and such related statutory rights as may be agreed between the undertaker and the transferee; or
- (b) where an agreement has been made in accordance with paragraph (2)(b), grant to the lessee, for the duration of the period mentioned in paragraph (2)(b), the whole of any of the deemed marine licences and such related statutory rights as may be so agreed;

except where paragraph (10) applies, in which case no consent of the Secretary of State is required.

(4) The undertaker must consult the Secretary of State before making an application for consent under this article by giving notice in writing of the proposed application.

(5) The Secretary of State shall consult the MMO before giving consent to the transfer or grant to another person of the whole of the benefit of the provisions of the deemed marine licences.

(6) The Secretary of State shall consult National Grid before giving consent to the transfer or grant to a person of any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (3) above).

(7) Where an agreement has been made in accordance with paragraph (2) or (3) references in this Order to the undertaker, except in paragraph (8), (9), or (11), include references to the transferee or lessee.

(8) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (2) or (3) are subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.



- (9) Where an agreement has been made in accordance with paragraph (2) or (3)—
- (a) the benefit (“the transferred benefit”) includes any rights that are conferred, and any obligations that are imposed by virtue of the provisions to which the benefit relates;
  - (b) the transferred benefit resides exclusively with the transferee or, as the case may be, the lessee and the transferred benefit is not enforceable against the undertaker save in the case of a deemed marine licence transferred or granted in respect of any breach of an obligation by the undertaker which occurs prior to such transfer or grant or which occurs as a result of any activity carried out by the undertaker on behalf of the transferee.
  - (c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (2) or (3) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.
- (10) The consent of the Secretary of State is required for the exercise of powers under paragraph (2) or (3) except where—
- (a) the transferee or lessee is a person who holds a licence under section 6 of the 1989 Act; or
  - (b) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—
    - (i) no such claims have been made,
    - (ii) any such claim has been made and has been compromised or withdrawn,
    - (iii) compensation has been paid in final settlement of any such claim,
    - (iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or
    - (v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable.
- (11) The provisions of article 9 (street works), article 11 (temporary stopping up of streets), article 18 (compulsory acquisition of land), article 20 (compulsory acquisition of rights and the imposition of restrictive covenants), article 26 (temporary use of land for carrying out the authorised project) and article 27 (temporary use of land for maintaining the authorised project) have effect only for the benefit of the named undertaker and a person who is a transferee or lessee and is also—
- (a) in respect of Works Nos. 4C to 12 a person who holds a licence under section 6 of the 1989 Act; or
  - (b) in respect of functions under article 9 (street works) relating to a street, a street authority.
- (12) Prior to any transfer or grant under this article taking effect the undertaker must give notice in writing to the Secretary of State, and if such transfer or grant relates to the exercise of powers in their area, to the MMO and the relevant planning authority, and if such transfer or grant relates to works or utilisation of powers within 15 metres measured in any direction of apparatus of Cadent Gas Limited, to Cadent Gas Limited, and if such transfer or grant relates to works or utilisation of powers within 15 metres measured in any direction of apparatus of National Grid to National Grid.
- (13) A notice required under paragraphs (4) and (12) must—
- (a) state—
    - (i) the name and contact details of the person to whom the benefit of the provisions will be transferred or granted;
    - (ii) subject to paragraph (14), the date on which the transfer will take effect;
    - (iii) the provisions to be transferred or granted;
    - (iv) the restrictions, liabilities and obligations that, in accordance with paragraph (8), will apply to the person exercising the powers transferred or granted; and

(v) except where paragraph (10)(a) or 10(b) applies, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land.

(b) where relevant, be accompanied by—

- (i) a plan showing the works or areas to which the transfer or grant relates; and
- (ii) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.

(14) The date specified under paragraph (13)(a)(ii) must not be earlier than the expiry of 14 days from the date of the receipt of the notice.

(15) The notice given under paragraph (12) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

(16) Section 72(7) and (8) of the 2009 Act do not apply to a transfer or grant of the benefit of the provisions of any of the deemed marine licences to another person by the undertaker pursuant to an agreement under this article.

#### Commencement Information

**I6** Art. 6 in force at 5.3.2022, see [art. 1](#)

#### Application and modification of legislative provisions

7.—(1) Regulation 6 of the Hedgerows Regulations 1997<sup>(30)</sup> is modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j) the following—

“or

(k) for carrying out development which has been authorised by an order granting development consent pursuant to the Planning Act 2008.”.

(2) The provisions of the Neighbourhood Planning Act 2017<sup>(31)</sup> insofar as they relate to temporary possession of land under articles 26 (temporary use of land for carrying out the authorised project) and 27 (temporary use of land for maintaining the authorised project) of this Order do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project.

(3) The following provisions do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project—

- (a) the 2016 Regulations, to the extent that they require a permit for anything that would have required consent made under section 109 of the Water Resources Act 1991 immediately before the repeal of that section;
- (b) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 to the Water Resources Act 1991 that require consent or approval for the carrying out of works;
- (c) section 23 of the Land Drainage Act 1991<sup>(32)</sup> (prohibition of obstructions etc. in watercourses); and
- (d) the provisions of any byelaws made under section 66 of the Land Drainage Act 1991 (powers to make byelaws) that require consent or approval for the carrying out of works.

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<sup>(30)</sup> S.I. 1997/1160.

<sup>(31)</sup> 2017 c. 20.

<sup>(32)</sup> 1991 c. 59.

**Commencement Information**

**17** Art. 7 in force at 5.3.2022, see [art. 1](#)

**Defence to proceedings in respect of statutory nuisance**

**8.—(1)** Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(**33**) (summary proceedings by persons aggrieved by statutory nuisance) in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance) no order may be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) the defendant shows that the nuisance—
  - (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project and that the nuisance is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction site), or a consent given under section 61 (prior consent for work on construction site) of the Control of Pollution Act 1974(**34**); or
  - (ii) is a consequence of the construction or maintenance of the authorised project and that it cannot reasonably be avoided; or
- (b) the defendant shows that the nuisance—
  - (i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and that the nuisance is attributable to the use of the authorised project which is being used in compliance with requirement 27 (control of noise during operational phase and during maintenance); or
  - (ii) is a consequence of the use of the authorised project and that it cannot reasonably be avoided.

(2) Section 61(9) of the Control of Pollution Act 1974 does not apply where the consent relates to the use of premises by the undertaker for purposes of or in connection with the construction or maintenance of the authorised project.

**Commencement Information**

**18** Art. 8 in force at 5.3.2022, see [art. 1](#)

(33) [1990 c. 43](#). Section 82 was amended by section 107 of, and paragraph 6 of Schedule 17 to, the Environment Act [1995 \(c. 25\)](#), section 5 of the Noise and Statutory Nuisance Act [1993 \(c. 40\)](#), and section 103 of the Clean Neighbourhood and Environment Act [2005 \(c. 16\)](#) and section 79 was amended by sections 101 and 102 of the Clean Neighbourhoods and Environment Act [2005 \(c. 16\)](#) and by section 120 of, and paragraph 89 of Schedule 22 to, the Environment Act 2005. There are other amendments which are not relevant to the Order.

(34) [1974 c. 40](#). Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act [1990 \(c. 43\)](#). There are other amendments to the 1974 Act which are not relevant to the Order.

## PART 3

### Streets

#### Street works

**9.**—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schedule 2 (streets subject to street works) as is within the Order limits and may—

- (a) break up or open the street, or any sewer, drain or tunnel within or under it;
- (b) tunnel or bore under the street;
- (c) remove or use all earth and materials in or under the street;
- (d) place and keep apparatus under the street;
- (e) maintain apparatus under the street or change its position; and
- (f) execute any works required for or incidental to any works referred to in sub-paragraphs (a), (b), (c), (d) and (e).

(2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(3) In this article “apparatus” has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act.

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#### Commencement Information

**I9** Art. 9 in force at 5.3.2022, see [art. 1](#)

#### Public rights of way

**10.** The undertaker may, in connection with the carrying out of the authorised project, temporarily stop up each of the public rights of way specified in column (2) of Schedule 3 (public rights of way to be temporarily stopped up) to the extent specified in column (3), by reference to the letters shown on the temporary stopping up of public rights of way plan.

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#### Commencement Information

**I10** Art. 10 in force at 5.3.2022, see [art. 1](#)

#### Temporary stopping up of streets

**11.**—(1) The undertaker, during and for the purposes of carrying out the authorised project, may temporarily stop up, divert and alter any street and may for any reasonable time—

- (a) divert the traffic or a class of traffic from the street; and
- (b) subject to paragraph (3), prevent all persons from passing along the street.

(2) Without limiting paragraph (1), the undertaker may, during and for the purposes of carrying out the authorised project, use any street temporarily stopped up, diverted or altered under the powers conferred by this article within the Order limits as a temporary working site.

(3) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street affected by the temporary stopping up, diversion or alteration of a street under this article if there would otherwise be no such access.

(4) Without limiting paragraph (1), the undertaker may temporarily stop up, divert or alter the streets specified in column 2 of Schedule 4 (streets to be stopped up) to the extent specified, by reference to the letters and numbers shown on the streets to be temporarily stopped up plan, in column 3 of that schedule.

(5) The undertaker must not temporarily stop up, divert, alter or use as a temporary working site—

- (a) any street referred to in paragraph (4) without first consulting the street authority; and
- (b) any other street without the consent of the street authority, which may attach reasonable conditions to the consent.

(6) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (5)(b) that street authority is deemed to have granted consent.

#### Commencement Information

**I11** Art. 11 in force at 5.3.2022, see [art. 1](#)

### Access to works

**12.**—(1) The undertaker may, for the purposes of the authorised project—

- (a) form and lay out means of access, or improve existing means of access, in the locations specified in columns (1) and (2) of Schedule 5 (access to works); and
- (b) with the approval of the relevant planning authority after consultation with the highway authority in accordance with requirement 22 (highway accesses), form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.

(2) If the relevant planning authority fails to notify the undertaker of its decision within 28 days of receiving an application for approval under paragraph (1)(b) that relevant planning authority is deemed to have granted approval.

#### Commencement Information

**I12** Art. 12 in force at 5.3.2022, see [art. 1](#)

### Agreements with street authorities

**13.**—(1) A street authority and the undertaker may enter into agreements with respect to—

- (a) any temporary stopping up, alteration or diversion of a street authorised by this Order; or
- (b) the carrying out in the street of any of the works referred to in article 9(1) (street works).

(2) Such an agreement may, without prejudice to the generality of paragraph (1)—

- (a) make provision for the street authority to carry out any function under this Order which relates to the street in question;
- (b) include an agreement between the undertaker and street authority specifying a reasonable time for the completion of the works; and
- (c) contain such terms as to payment and otherwise as the parties consider appropriate.

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**Commencement Information**

**I13** Art. 13 in force at 5.3.2022, see [art. 1](#)

**Application of the 1991 Act**

**14.**—(1) The provisions of the 1991 Act mentioned in paragraph (2) that apply in relation to the carrying out of street works under that Act and any regulations made or code of practice issued or approved under those provisions apply (with all necessary modifications) in relation to—

- (a) the carrying out of works under article 9 (street works); and
- (b) the temporary stopping up, temporary alteration or temporary diversion of a street by the undertaker under article 11 (temporary stopping up of streets),

whether or not the carrying out of the works or the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

(2) The provisions of the 1991 Act<sup>(35)</sup> are—

- (a) subject to paragraph (3), section 55 (notice of starting date of works);
- (b) section 57 (notice of emergency works);
- (c) section 60 (general duty of undertakers to co-operate);
- (d) section 68 (facilities to be afforded to street authority);
- (e) section 69 (works likely to affect other apparatus in the street);
- (f) section 76 (liability for cost of temporary traffic regulation);
- (g) section 77 (liability for cost of use of alternative route); and
- (h) all provisions of that Act that apply for the purposes of the provisions referred to in subparagraphs (a) to (g).

(3) Sections 55 of the 1991 Act as applied by paragraph (2) has effect as if references in section 57 of that Act to emergency works included a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

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**Commencement Information**

**I14** Art. 14 in force at 5.3.2022, see [art. 1](#)

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(35) Sections 55, 57, 60, 68 and 69 were amended by the Traffic Management Act 2004 (c. 18).

## PART 4

### Supplemental Powers

#### Discharge of water and works to watercourses

**15.**—(1) Subject to paragraphs (3) and (4) below the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) is determined as if it were a dispute under section 106 of the Water Industry Act 1991<sup>(36)</sup> (right to communicate with public sewers).

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs; and such consent may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld.

(4) The undertaker must not carry out any works to any public sewer or drain pursuant to paragraph (1) except—

(a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and

(b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(6) Nothing in this article overrides the requirement for an environmental permit under Regulation 12(1)(b) of the 2016 Regulations insofar as the discharge activity comes within the definition contained within the 2016 Regulations.

(7) Subject to paragraph (8) below, the undertaker may in connection with the carrying out or maintenance of the authorised project, alter the bed or banks of, and construct works in, under, over or within any watercourse and may divert, alter, interrupt or obstruct the flow of any watercourse within the Order limits.

(8) The undertaker must not:

(a) undertake any works within 8 metres of, any watercourse forming part of a river, or within 16 metres of a tidally influenced main river without the consent of the Environment Agency, which must not be unreasonably withheld but may be subject to reasonable conditions; and

(b) undertake any works to any ordinary watercourse without the consent of the relevant drainage authorities or Norfolk County Council as the case may be, which must not be unreasonably withheld but may be subject to reasonable conditions.

(9) In this article—

(a) “public sewer or drain” means a sewer or drain which belongs to a sewerage undertaker, the Environment Agency, a relevant drainage authority or a local authority;

(b) “ordinary watercourse” has the meaning given in the Land Drainage Act 1991;

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<sup>(36)</sup> 1991 c. 56. Section 106 was amended by sections 35(8)(a) and 43(2) and paragraph 1 of Schedule 2 to the Competition and Service (Utilities) Act 1992 (c. 43) and sections 36(2) and 99 of the Water Act 2003 (c. 37) and section 32, and paragraph 16(1) of Schedule 3 of the Flood and Water Management Act 2010 (c. 29).



- (c) other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991 have the same meaning as in that Act.

(10) If a person who receives an application for consent or approval fails to notify the undertaker of a decision within 28 days of receiving an application for consent under paragraph (3), approval under paragraph (4)(a) or consent under paragraph (8), that person is deemed to have granted consent or given approval, as the case may be.

**Commencement Information**

**I15** Art. 15 in force at 5.3.2022, see [art. 1](#)

**Authority to survey and investigate the land onshore**

**16.**—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised project and—

- (a) survey or investigate the land;
- (b) without prejudice to the generality of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;
- (c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner or occupier of the land.

(3) Any person entering land under this article on behalf of the undertaker—

- (a) must, if so required on entering the land, produce written evidence of their authority to do so; and
- (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(4) No trial holes may be made under this article—

- (a) in land forming a railway without the consent of Network Rail Infrastructure Limited; or
- (b) in land held by or in right of the Crown without the consent of the Crown.

(5) No trial holes may be made under this article—

- (a) in land located within the highway boundary without the consent of the highway authority; or
- (b) in a private street without the consent of the street authority,

but such consent must not be unreasonably withheld.

(6) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) If either a highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the application for consent—

- (a) under paragraph (5)(a) in the case of a highway authority; or



(b) under paragraph (5)(b) in the case of a street authority; that authority is deemed to have granted consent.

(8) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

#### Commencement Information

**I16** Art. 16 in force at 5.3.2022, see [art. 1](#)

#### Removal of human remains

17.—(1) In this article, “the specified land” means the land within the Order limits.

(2) Before the undertaker carries out any development or works which will or may disturb any human remains in the specified land, it must remove those human remains from the specified land, or cause them to be removed, in accordance with the following provisions of this article.

(3) Before any such remains are removed from the specified land, the undertaker must give notice of the intended removal, describing the specified land and stating the general effect of the following provisions of this article, by—

- (a) publishing a notice once in each of 2 successive weeks in a newspaper circulating in the area of the authorised project; and
- (b) displaying a notice in a conspicuous place on or near to the specified land.

(4) As soon as reasonably practicable after the first publication of a notice under paragraph (3), the undertaker must send a copy of the notice to the relevant planning authority.

(5) At any time within 56 days after the first publication of a notice under paragraph (3), any person who is a personal representative or relative of any deceased person whose remains are interred in the specified land may give notice in writing to the undertaker of that person’s intention to undertake the removal of the remains.

(6) Where a person has given notice under paragraph (5), and the remains in question can be identified, that person may cause such remains to be—

- (a) removed and re-interred in any burial ground or cemetery in which burials may legally take place; or
- (b) removed to, and cremated in, any crematorium

and that person must, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (11).

(7) If the undertaker is not satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question must be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who must remove the remains and as to the payment of the costs of the application.

(8) The undertaker must pay the reasonable expenses of removing and re-interring or cremating the remains of any deceased person under this article.

(9) If—

- (a) within the period of 56 days referred to in paragraph (5) no notice under that paragraph has been given to the undertaker in respect of any remains in the specified land; or

- (b) such notice is given and no application is made under paragraph (7) within 56 days after the giving of the notice, but the person who gave the notice fails to remove the remains within a further period of 56 days; or
- (c) within 56 days after any order is made by the county court under paragraph (7) any person, other than the undertaker, specified in the order fails to remove the remains; or
- (d) it is determined that the remains to which any such notice relates cannot be identified,

subject to paragraph (10), the undertaker must remove the remains and cause them to be re-interred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves must be re-interred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

(10) If the undertaker is satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and re-interment or cremation of the remains.

(11) On the re-interment or cremation of any remains under this article—

- (a) a certificate of re-interment or cremation must be sent by the undertaker to the Registrar General giving the date of re-interment or cremation and identifying the place from which the remains were removed and the place in which they were re-interred or cremated; and
- (b) a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (9) must be sent by the undertaker to the relevant planning authority mentioned in paragraph (4).

(12) The removal of the remains of any deceased person under this article must be carried out in accordance with any directions which may be given by the Secretary of State.

(13) Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.

(14) Section 25 of the Burial Act 1857<sup>(37)</sup> (offence of removal of body from burial ground) does not apply to a removal carried out in accordance with this article.

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**Commencement Information**

**I17** Art. 17 in force at 5.3.2022, see [art. 1](#)

## PART 5

### Powers of Acquisition

#### Compulsory acquisition of land

**18.**—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the construction, operation and maintenance of the authorised project or to facilitate, or is incidental to, it.

(2) This article is subject to article 19 (time limit for exercise of authority to acquire land compulsorily), article 20 (compulsory acquisition of rights and the imposition of restrictive covenants), article 24 (acquisition of subsoil and airspace only), article 25 (rights under or over

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(37) 1857 c. 81.

streets), article 26 (temporary use of land for carrying out the authorised project) and article 41 (Crown rights).

**Commencement Information**

**I18** Art. 18 in force at 5.3.2022, see [art. 1](#)

**Time limit for exercise of authority to acquire land compulsorily**

**19.**—(1) After the end of the period of 5 years beginning on the day on which this Order is made—

- (a) no notice to treat may be served under Part 1 of the 1965 Act (which makes provision for compulsory purchase under the Acquisition of Land Act 1981); and
- (b) no declaration may be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 22 (application of the 1981 Act).

(2) The authority conferred by article 26 (temporary use of land for carrying out the authorised project) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

**Commencement Information**

**I19** Art. 19 in force at 5.3.2022, see [art. 1](#)

**Compulsory acquisition of rights and the imposition of restrictive covenants**

**20.**—(1) Subject to the provisions of this article, the undertaker may acquire compulsorily such rights or impose restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 18 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) Subject to the provisions of this article, article 21 (private rights) and article 29 (statutory undertakers), in the case of the Order land specified in column (1) of Schedule 6 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of such new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column (2) of that Schedule.

(3) Subject to section 8 (other provisions as to divided land) of the 1965 Act, as modified by paragraph 5 of Schedule 7 (modification of compensation and compulsory purchase enactments for creation of new rights), where the undertaker acquires an existing right over land or restrictive covenant under paragraph (1), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 7 has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of restrictive covenants.

(5) In any case where the acquisition of new rights under paragraphs (1) and (2) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

**Commencement Information**

**I20** Art. 20 in force at 5.3.2022, see [art. 1](#)

**Private rights**

**21.**—(1) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition under article 18 (compulsory acquisition of land) are suspended and unenforceable or, where so notified by the undertaker to the person with the benefit of such private rights or restrictive covenants, extinguished in so far as in either case their continuance would be inconsistent with the exercise of the powers under article 18—

- (a) as from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry),

whichever is the earliest.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 20 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

- (a) as from the date of the acquisition of the right or the imposition of the restrictive covenant by the undertaker (whether the right is acquired compulsorily, by agreement or through the grant of lease of the land by agreement); or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act in pursuance of the right,

whichever is the earliest.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).

(5) This article does not apply in relation to any right to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 29 (statutory undertakers) applies.

(6) Paragraphs (1) to (3) have effect subject to—

- (a) any notice given by the undertaker before—
  - (i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;
  - (ii) the undertaker’s appropriation of the land;
  - (iii) the undertaker’s entry onto the land; or
  - (iv) the undertaker’s taking temporary possession of the land,

such that any or all of those paragraphs do not apply to any right specified in the notice; or

- (b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.
- (7) If an agreement referred to in paragraph (6)(b)—
  - (a) is made with a person in or to whom the right is vested or belongs; and
  - (b) is expressed to have effect also for the benefit of those deriving title from or under that person,

the agreement is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

(8) Reference in this article to private rights over land includes reference to any trusts or incidents to which the land is subject.

#### Commencement Information

**I21** Art. 21 in force at 5.3.2022, see [art. 1](#)

#### Application of the 1981 Act

- 22.**—(1) The 1981 Act applies as if this Order were a compulsory purchase order.
- (2) The 1981 Act, as so applied, has effect with the following modifications.
  - (3) In section 1 (application of act), for subsection (2), substitute—
    - “(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.”.
  - (4) Section 5 (earliest date for execution of declaration) is omitted.
  - (5) Section 5A (time limit for general vesting declaration) is omitted<sup>(38)</sup>.
  - (6) In section 5B (extension of time limit during challenge)<sup>(39)</sup>—
    - (a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent)”; and
    - (b) for “the three year period mentioned in section 5A” substitute “the five year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Norfolk Vanguard Offshore Wind Farm Order 2022”.
  - (7) In section 6 (notices after execution of declaration), in subsection (1)(b) for “section 15 of, or paragraph 5 of Schedule 1 to, the Acquisition of Land Act 1981” substitute “section 134 (notice of authorisation of compulsory acquisition) of the Planning Act 2008”.
  - (8) In section 7 (constructive notice to treat), in subsection (1)(a), the words “(as modified by section 4 of the Acquisition of Land Act 1981)” are omitted.
  - (9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration)<sup>(40)</sup>, for paragraph 1(2) substitute—
    - “(2) But see article 24(3) (acquisition of subsoil and airspace only) of the Norfolk Vanguard Offshore Wind Farm Order 2022, which excludes the acquisition of subsoil and airspace only from this Schedule.”.

<sup>(38)</sup> Section 5A was inserted by section 182(2) of the Housing and Planning Act 2016 (c. 22).

<sup>(39)</sup> Inserted by section 202(2) of the Housing and Planning Act 2016 (c. 22).

<sup>(40)</sup> Inserted by paragraph 6 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).

(10) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 of the 2008 Act (as modified by article 23 (application of Part 1 of the 1965 Act) to the compulsory acquisition of land under this Order.

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**Commencement Information**

**I22** Art. 22 in force at 5.3.2022, see [art. 1](#)

**Application of Part 1 of the 1965 Act**

**23.**—(1) Part 1 of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

(2) In section 4A(1) (extension of time limit during challenge)(**41**)—

- (a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent)”; and
- (b) for “the three year period specified in section 4” substitute “the five year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Norfolk Vanguard Offshore Wind Farm Order 2022”.

(3) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for “section 4 of this Act” substitute “article 19 (time limit for exercise of authority to acquire land compulsorily) of the Norfolk Vanguard Offshore Wind Farm Order 2022”.

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**Commencement Information**

**I23** Art. 23 in force at 5.3.2022, see [art. 1](#)

**Acquisition of subsoil or airspace only**

**24.**—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil or airspace of the land referred to in paragraph (1) of article 18 (compulsory acquisition of land) or article 20 (compulsory acquisition of rights and imposition of restrictive covenants) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil or airspace of land under paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil or airspace only—

- (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act, as modified by paragraph 6 of Schedule 7;
- (b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and
- (c) Section 153(4A) (blighted land: proposed acquisition of part interest, material detriment test) of the 1990 Act.

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(41) Inserted by section 202(1) of the Housing and Planning Act 2016 (c. 22).

(4) Paragraphs (2) and (3) do not apply where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or factory or airspace above a house, building or factory.

**Commencement Information**

**I24** Art. 24 in force at 5.3.2022, see [art. 1](#)

**Rights under or over streets**

**25.**—(1) The undertaker may enter on and appropriate so much of the subsoil of or air-space over any street within the Order limits as may be required for the purposes of the authorised project and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised project.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person’s interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 of the 1991 Act (sharing of cost of necessary measures) applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

**Commencement Information**

**I25** Art. 25 in force at 5.3.2022, see [art. 1](#)

**Temporary use of land for carrying out the authorised project**

**26.**—(1) The undertaker may, in connection with the carrying out of the authorised project—

- (a) enter on and take temporary possession of—
  - (i) the land specified in columns (1) and (2) of Schedule 8 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (3) of that Schedule; and
  - (ii) any other Order land in respect of which no notice of entry has been served under section 11 (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) of the 1981 Act;
- (b) remove any buildings and vegetation from that land;
- (c) construct temporary works (including the provision of means of access), running tracks, security fencing, bridges, structures and buildings on that land;



- (d) use the land for the purposes of a working site with access to the working site in connection with the authorised project; and
  - (e) construct any works, or use the land, as specified in relation to that land in column 3 of Schedule 8, or any mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 1.
- (2) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.
- (3) The undertaker must not remain in possession of any land under this article for longer than reasonably necessary and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article—
- (a) in the case of land specified in paragraph (1)(a)(i) after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (4) of Schedule 8; or
  - (b) in the case of land specified in paragraph (1)(a)(ii) after the end of the period of one year beginning with the date of completion of the part of the authorised project for which temporary possession of the land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.
- (4) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, the undertaker must before giving up possession of land of which temporary possession has been taken under this article, remove all works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—
- (a) replace any building, structure, drain or electric line removed under this article;
  - (b) remove any drainage works installed by the undertaker under this article;
  - (c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 2 (streets subject to street works); or
  - (d) restore the land on which any works have been carried out under paragraph (1) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 1.
- (5) The undertaker must pay compensation to the owners and occupiers of land which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article.
- (6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.
- (7) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the carrying out of the authorised project, other than loss or damage for which compensation is payable under paragraph (5).
- (8) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i) except that the undertaker is not precluded from—
- (a) acquiring new rights or imposing restrictive covenants over any part of that land under article 20 (compulsory acquisition of rights) to the extent that such land is listed in column (1) of Schedule 6 (land in which only new rights etc., may be acquired); or
  - (b) acquiring any part of the subsoil (or rights in the subsoil) of that land under article 24 (acquisition of subsoil or airspace only).



(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

#### Commencement Information

**I26** Art. 26 in force at 5.3.2022, see [art. 1](#)

### Temporary use of land for maintaining authorised project

**27.**—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised project, the undertaker may—

- (a) enter on and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised project; and
- (b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker is not required to comply with paragraph (3) in a case of emergency and if an emergency exists they must—

- (a) give to the owners and occupiers of the land in question notice of its intended entry or (as the case may be) of its having entered onto the land as soon as is reasonably practicable; and
- (b) comply with paragraph (1) so far as is reasonably possible in the circumstances.

(5) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised project for which possession of the land was taken.

(6) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(7) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(8) Any dispute as to a person's entitlement to compensation under paragraph (7), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(9) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised project, other than loss or damage for which compensation is payable under paragraph (7).

(10) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(11) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

(12) In this article “the maintenance period” means—

- (a) in relation to the maintenance of any tree, hedge or shrub planted as part of an approved landscaping management scheme with the intention of screening the onshore project substation, the period referred to in requirement 19(2);
- (b) for the district of North Norfolk, the period referred to in requirement 19(2) in relation to the maintenance of landscaping; and
- (c) in relation to any other part of the authorised project, the period of 5 years beginning with the date on which the authorised project first exports electricity to the national electricity transmission network.

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**Commencement Information**

**I27** Art. 27 in force at 5.3.2022, see [art. 1](#)

**Extinguishment of private rights and restrictive covenants relating to apparatus removed from land subject to temporary possession**

**28.**—(1) This article applies to any Order land of which the undertaker takes temporary possession under article 26 (temporary use of land for carrying out the authorised project).

(2) Subject to paragraph (3), all private rights or restrictive covenants in relation to apparatus belonging to National Grid removed from any land to which this article applies will remain intact from the date on which the undertaker gives up temporary possession of that land.

(3) If the undertaker, in agreement with National Grid, gives notice before the date that the undertaker gives up temporary possession of the land that any or all of the private rights or restrictive covenants in relation to apparatus belonging to National Grid removed from the land to which this article applies will be extinguished, such rights will be extinguished.

(4) Any extinguishment of rights by paragraph (3) does not give rise to any cause of action relating to the presence on or in the land of any foundations and the undertaker is not required to remove foundations when giving up temporary possession).

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**Commencement Information**

**I28** Art. 28 in force at 5.3.2022, see [art. 1](#)

**Statutory undertakers**

**29.** Subject to the provisions of Schedule 16 (protective provisions) the undertaker may—

- (a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plan within the Order land; and
- (b) extinguish the rights of, remove, relocate the rights of or reposition the apparatus belonging to statutory undertakers over or within the Order land.

**Commencement Information**

**I29** Art. 29 in force at 5.3.2022, see [art. 1](#)

**Recovery of costs of new connections**

**30.**—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 29 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 29, any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this paragraph—

“public communications provider” has the same meaning as in section 151(1) of the Communications Act 2003; and

“public utility undertaker” means a gas, water, electricity or sewerage undertaker.

**Commencement Information**

**I30** Art. 30 in force at 5.3.2022, see [art. 1](#)

**PART 6**

**Operations**

**Operation of generating station**

**31.**—(1) The undertaker is hereby authorised to operate the generating station comprised in the authorised project.

(2) This article does not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required from time to time to authorise the operation of an electricity generating station.

**Commencement Information**

**I31** Art. 31 in force at 5.3.2022, see [art. 1](#)

### Deemed marine licences under the 2009 Act

32. The marine licences set out in Schedules 9, 10, 11 and 12 are deemed to have been granted to the undertaker under Part 4 (marine licensing) of the 2009 Act for the licensed marine activities set out in Part 3, and subject to the conditions set out in Part 4, of each of those Schedules.

#### Commencement Information

I32 Art. 32 in force at 5.3.2022, see [art. 1](#)

## PART 7

### Miscellaneous and General

#### Application of landlord and tenant law

33.—(1) This article applies to—

- (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and
- (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

- (a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;
- (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or
- (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease).

#### Commencement Information

I33 Art. 33 in force at 5.3.2022, see [art. 1](#)

#### Operational land for purposes of the 1990 Act

34. Development consent granted by this Order is treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land).

**Commencement Information**

**I34** Art. 34 in force at 5.3.2022, see [art. 1](#)

**Felling or lopping of trees and removal of hedgerows**

**35.**—(1) Subject to article 36 (trees subject to tree preservation orders), the undertaker may fell or lop or cut back any roots of any tree or shrub near any part of the authorised project, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person’s entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(4) The undertaker may, for the purposes of the authorised project—

- (a) remove any hedgerows within the Order limits and specified in Schedule 13, Part 3 (removal of hedgerows) and those hedgerows that, after assessment, are not classed as important hedgerows specified in Schedule 13, Part 1 (removal of potentially important hedgerows); and
- (b) remove the important hedgerows as are within the Order limits and specified in Schedule 13, Part 1 (removal of potentially important hedgerows) and Part 2 (removal of important hedgerows).

(5) In this article “hedgerow” and “important hedgerow” have the same meaning as in the Hedgerows Regulations 1997(42).

**Commencement Information**

**I35** Art. 35 in force at 5.3.2022, see [art. 1](#)

**Trees subject to tree preservation orders**

**36.**—(1) Subject to paragraph (2), the undertaker must not fell or lop or cut back the roots of any tree within or overhanging land within the Order limits which is the subject of a tree preservation order.

(2) The undertaker may fell or lop any tree within or overhanging land within the Order limits subject to a tree preservation order which was made after 28 February 2017 or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(3) In carrying out any activity authorised by paragraph (2)—

- (a) the undertaker must do no unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and
- (b) the duty contained in section 206(1) (replacement of trees) of the 1990 Act does not apply.

(4) The authority given by paragraph (2) constitutes a deemed consent under the relevant tree preservation order.

(5) Any dispute as to a person's entitlement to compensation under paragraph (3), or as to the amount of compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

#### Commencement Information

**I36** Art. 36 in force at 5.3.2022, see [art. 1](#)

#### Certification of plans etc

**37.**—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of the following for certification that they are true copies of the documents referred to in this Order—

- (a) the environmental statement (document reference 6.1);
- (b) the land plan (document reference 2.2);
- (c) the works plan (document reference 2.4);
- (d) the access to works plan (document reference 2.5);
- (e) the temporary stopping up of public rights of way plan (document reference 2.6);
- (f) the streets to be temporarily stopped up plan (document reference 2.7);
- (g) the important hedgerows plan (document reference 2.11);
- (h) the book of reference (4.3);
- (i) the outline code of construction practice (8.1);
- (j) the design and access statement (8.3);
- (k) the outline written scheme of investigation (onshore) (8.5);
- (l) the outline written scheme of investigation (offshore) (8.6);
- (m) the outline landscape and ecological management strategy (8.7);
- (n) the outline traffic management plan (8.8);
- (o) the outline travel plan (8.9);
- (p) the outline access management plan (8.10);
- (q) the outline offshore operations and maintenance plan (8.11);
- (r) the offshore in principle monitoring plan (8.12);
- (s) the draft marine mammal mitigation protocol (8.13);
- (t) the outline project environmental management plan (document reference 8.14);
- (u) the outline scour protection and cable protection plan (document reference 8.16);
- (v) the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation site integrity plan (8.17);
- (w) the outline marine traffic monitoring strategy (8.18);
- (x) the outline fisheries liaison and co-existence plan (8.19);
- (y) the outline Norfolk Vanguard Haisborough, Hammond and Winterton Special Area of Conservation site integrity plan (8.20);
- (z) the outline operational drainage plan (8.21);

- (aa) the outline skills and employment strategy (8.22);
  - (bb) the Development Principles (8.23);
  - (cc) the Onshore Project Substation Masterplan (8.27); the Alde-Ore Estuary Special Protection Area (SPA) – In Principle Compensation (8.24);
  - (dd) the Haisborough, Hammond and Winterton Special Area of Conservation (SAC) – In Principle Compensation (8.25); and
  - (ee) the Flamborough and Filey Coast Special Protection Area (SPA) – In Principle Compensation (8.26).
- (2) The outline landscape and ecological management strategy referred to at paragraph (1) (m) shall include the mitigations that were agreed during the examination of the Norfolk Boreas Development Consent Order in order to avoid a net loss of trees in relation to the proposed trenched crossing at Colby Road.
- (3) The outline traffic management plan referred to at paragraph (1)(n) shall include the Highway Intervention and Highway Mitigation schemes that were agreed during the examination of the Norfolk Boreas Development Consent Order in order to reduce the residual traffic impacts on Cawston and the adverse effects of construction traffic on Link 68 at Oulton.
- (4) Any other mitigations agreed during the examination of the Norfolk Boreas Development Consent Order in relation to Work Nos. 4B-12 shall be included in the relevant plan listed in paragraph (1) before submission to the Secretary of State for certification.
- (5) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.
- (6) Where a plan or document certified under paragraph (1)—
- (a) refers to a provision of this Order (including any specified requirement) when it was in draft form; and
  - (b) identifies that provision by a number, or combination of numbers and letters, which is different from the number, or combination of numbers and letters by which the corresponding provision of this Order is identified in the Order as made,
- the reference in the plan or document concerned must be construed for the purposes of this Order as referring to the provision (if any) corresponding to that provision in the Order as made.

**Commencement Information**

**I37** Art. 37 in force at 5.3.2022, see [art. 1](#)

**Arbitration**

**38.**—(1) Subject to article 41 (saving provisions for Trinity House), any difference under any provision of this Order, unless otherwise provided for, must be referred to and settled in arbitration in accordance with the rules at Schedule 14 (arbitration rules) of this Order, 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) Any matter for which the consent or approval of the Secretary of State or the Marine Management Organisation is required under any provision of this Order shall not be subject to arbitration.



.....

**Commencement Information**

**I38** Art. 38 in force at 5.3.2022, see [art. 1](#)

**Procedure in relation to certain approvals etc**

**39.**—(1) Where an application is made to or request is made of the relevant planning authority, a highway authority, a street authority or the owner of a watercourse, sewer or drain for any agreement or approval required or contemplated by any of the provisions of the Order, such agreement or approval must, if given, be given in writing and may not be unreasonably withheld.

(2) Schedule 15 (procedure for discharge of requirements) has effect in relation to all agreements or approvals granted, refused or withheld in relation to requirements 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33 and 34 in Part 3 of Schedule 1 (requirements).

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**Commencement Information**

**I39** Art. 39 in force at 5.3.2022, see [art. 1](#)

**Abatement of works abandoned or decayed**

**40.** Where Work No. 1(a) to (e) or Work No. 2 or any part of those works is abandoned or allowed to fall into decay the Secretary of State may, following consultation with the undertaker, issue a written notice requiring the undertaker at its own expense to repair and restore or remove Work Nos. 1(a) to (e) or Work No. 2 or any relevant part of those works and, without prejudice to any notice served under section 105(2) of the 2004 Act<sup>(43)</sup>, to restore the site of the relevant part(s) of Work Nos. 1(a) to (e) or Work No. 2 to a safe and proper condition within an area and to such an extent as may be specified in the notice.

.....

**Commencement Information**

**I40** Art. 40 in force at 5.3.2022, see [art. 1](#)

**Saving provisions for Trinity House**

**41.** Nothing in this Order prejudices or derogates from any of the rights, duties or privileges of Trinity House.

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**Commencement Information**

**I41** Art. 41 in force at 5.3.2022, see [art. 1](#)

**Crown rights**

**42.**—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any licensee to take, use, enter on or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

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<sup>(43)</sup> Section 105(2) was substituted by section 69(3) of the Energy Act 2008 (c. 32).



- (a) belonging to Her Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;
- (b) belonging to Her Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or
- (c) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any Crown land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

(3) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and is deemed to have been given in writing where it is sent electronically.

**Commencement Information**

**I42** Art. 42 in force at 5.3.2022, see [art. 1](#)

**Service of Notices**

**43.**—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post; or
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (6) to (9), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 of the Interpretation Act 1978( ) (references to service by post) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at the time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having an interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by name or by the description of “owner”, or as the case may be “occupier”, of the land (describing it); and
- (b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;

- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven days of receipt that the recipient requires a paper copy of all or any part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of an electronic transmission by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given that person for that purpose; and
- (b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

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**Commencement Information**

**I43** Art. 43 in force at 5.3.2022, see [art. 1](#)

**Protective provisions**

**44.** Schedule 16 (protective provisions) has effect.

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**Commencement Information**

**I44** Art. 44 in force at 5.3.2022, see [art. 1](#)

**Compensation to protect the coherence of the national site network**

**45.** Schedule 17 (compensation to protect the coherence of the national site network) has effect.

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**Commencement Information**

**I45** Art. 45 in force at 5.3.2022, see [art. 1](#)

Signed by authority of the Secretary of State for Business, Energy & Industrial Strategy

*Gareth Leigh*  
Head of Energy Infrastructure Planning  
Department for Business, Energy and Industrial  
Strategy

## SCHEDULE 1

Article 2

## Authorised Project

## PART 1

## Authorised Development

1. A nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act which is located in the North Sea approximately 47km from the Norfolk coast, comprising—

**Commencement Information**

**I46** Sch. 1 Pt. 1 in force at 5.3.2022, see art. 1

**Offshore**

## Work No. 1

- (a) an offshore wind turbine generating station [<sup>F1</sup>with a gross electrical output of over 100 MW] comprising [<sup>F2</sup>up to 145 wind turbine generators] each fixed to the seabed by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson), or gravity base fitted with rotating blades and situated within the area shown on the works plan and further comprising (b) to (e) below;
- (b) up to two accommodation platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;
- (c) up to two meteorological masts fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson) or gravity base;
- (d) up to two LIDAR measurement buoys fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled) or floating, and up to two wave measurement buoys fixed to the seabed within the area shown on the works plan by one foundation type (floating); and
- (e) a network of subsea array cables and fibre optic cables within the area shown on the works plan between the wind turbine generators, and between the wind turbine generators and Work No.2 including one or more offshore cable crossings;

and associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising—

**Textual Amendments**

- F1** Words in Sch. 1 Pt. 1 substituted (29.9.2022) by [The Norfolk Vanguard Offshore Wind Farm \(Amendment\) Order 2022 \(S.I. 2022/1004\)](#), arts. 1, **3(a)**
- F2** Words in Sch. 1 Pt. 1 substituted (29.9.2022) by [The Norfolk Vanguard Offshore Wind Farm \(Amendment\) Order 2022 \(S.I. 2022/1004\)](#), arts. 1, **3(b)**

Work No. 2 – up to two offshore electrical platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;

Work No. 3 – a network of subsea cables and fibre optic cables within the area shown on the works plans comprising Work No. 2 for the transmission of electricity and electronic communications between the offshore electrical platforms and including one or more offshore cable crossings;

Work No. 4A – up to four subsea export cables and fibre optic cables between Work No. 2 and Work No. 4B consisting of subsea cables and fibre optic cables along routes within the Order limits seaward of MLWS including one or more offshore cable crossings;

#### **Textual Amendments**

- F1** Words in Sch. 1 Pt. 1 substituted (29.9.2022) by [The Norfolk Vanguard Offshore Wind Farm \(Amendment\) Order 2022 \(S.I. 2022/1004\)](#), arts. 1, **3(a)**
- F2** Words in Sch. 1 Pt. 1 substituted (29.9.2022) by [The Norfolk Vanguard Offshore Wind Farm \(Amendment\) Order 2022 \(S.I. 2022/1004\)](#), arts. 1, **3(b)**

#### **Intertidal area**

Work No. 4B – up to four subsea export cables and fibre optic cables between Work No. 4A and Work No. 4C consisting of subsea cables and fibre optic cables along routes within the Order limits between MLWS and MHWS at Happisburgh South, North Norfolk;

#### **In the county of Norfolk, district of North Norfolk**

Work No. 4C – the onshore transmission works at the landfall consisting of up to two transition jointing pits and up to four cables to be laid in ducts underground and associated fibre optic cables laid within cable ducts underground from MHWS at Work No. 4B to Work No. 5;

Work No. 5 – onshore transmission works consisting of up to four cables to be laid in ducts and up to four additional cable ducts for the wind farm authorised by the Norfolk Boreas Development Consent Order laid underground and associated fibre optic cables laid underground within cable ducts from Work No. 4C to Work No. 6;

#### **In the county of Norfolk, district of Broadland**

Work No. 6 – onshore transmission works consisting of up to four cables to be laid in ducts and up to four additional cable ducts for the wind farm authorised by the Norfolk Boreas Development Consent Order laid underground and associated fibre optic cables laid underground within cable ducts from Work No. 5 to Work No. 7;

#### **In the county of Norfolk, district of Breckland**

Work No. 7 – onshore transmission works consisting of up to four cables to be laid in ducts and up to four additional cable ducts for the wind farm authorised by the Norfolk Boreas Development Consent Order laid underground and associated fibre optic cables laid underground within cable ducts from Work No. 6 to Work No. 8A;

Work No. 8A – onshore project substation to the east of the existing National Grid substation at Necton;

Work No.8B – surface water management, bunding, embankments, boundary treatments and landscaping in connection with Work No. 8A;

Work No. 9 – works consisting of the connection of up to twelve interface cables, laid underground and associated fibre optic cables laid underground within cable ducts from Work No. 8A to the extended National Grid substation at Necton;

Work No. 10A – an extension to the existing National Grid substation at Necton;

Work No. 10B – additional surface water management for the extended National Grid substation at Necton in connection with Work No. 10A;

Work No. 10C – bunding, embankments, boundary treatments and landscaping in connection with Work No. 10A;

Work No. 11 – the removal of one existing pylon and construction of two new permanent pylons, as shown marked by (W) and (E) on the works plans, and the installation of conductors, insulators and fittings on to the pylons;

Work No. 11A – the overhead line modification;

Work No. 12 – permanent accesses connecting the A47 to Work No.8A, Work No. 10A and Work No. 10B including highway widening works on the A47 to create a new junction;

and in connection with Work Nos. 1 to 4B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work Nos. 1 to 4B and the disposal of up to 49,211,390 cubic metres of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits;
- (d) removal of static fishing equipment; and
- (e) disposal of drill arisings in connection with any foundation drilling up to a total of 414,761 cubic metres;

and in connection with Work Nos. 4C to 12 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (a) works to secure vehicular and/or pedestrian means of access including the creation of new tracks, footpaths, and/or widening, creation of passing places, upgrades, creation of bell mouths, creation of temporary slip roads and improvements of existing tracks, footpaths and roads;
- (b) temporary access tracks and running tracks both alongside and used for the purpose of constructing Work Nos. 5, 6, 7, and 9;
- (c) car parking areas, welfare facilities, temporary offices and workshops;
- (d) bunds, embankments, swales, landscaping, boundary treatments and works to mitigate any effects of the construction, operation or maintenance of the authorised project;
- (e) spoil and equipment storage;
- (f) jointing pits, manholes, kiosks, marker posts, link boxes and other works associated with laying ducts and/or cables and fibre optic cables and/or pulling cables and fibre optic cables through cable ducts;
- (g) water supply works, foul drainage provision, surface water management systems, temporary drainage during installation of ducts and/or cables and fibre optic cables and at the onshore project substation and culverting;
- (h) works of restoration;

- (i) fencing or other means of enclosure;
- (j) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (k) working sites and mobilisation areas in connection with the construction of the authorised development;
- (l) bowzers, septic tanks, generators and standby generators;
- (m) ramps and temporary bridges used for the purpose of constructing Work Nos. 5, 6 7, and 9;
- (n) works for the provision of apparatus including cabling, water and electricity supply works;
- (o) habitat creation and archaeological works; and
- (p) such other works, apparatus, plant and machinery of whatever nature as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project;

and in connection with Work No. 11 and Work No. 11A and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope the work assessed by the environmental statement, including—

- (a) the construction of a temporary overhead electric line comprising three temporary pylons, conductors, insulators and fittings between pylons 4VV123 and 4VV127; and
- (b) the temporary diversion of the overhead line onto the temporary pylons.

2. The grid coordinates for that part of the authorised project which is seaward of MHWS are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 55' 0.308" N	3° 4' 42.589" E	269	52° 48' 1° 39' 45.198" N	36.617" E
2	52° 49' 3' 5' 22.789" N	3° 5' 22.789" E	270	52° 48' 1° 39' 45.442" N	36.608" E
3	52° 46' 3° 2' 16.682" N	3° 2' 16.682" E	271	52° 48' 1° 39' 58.227" N	36.111" E
4	52° 45' 2° 45' 33.989" N	2° 45' 33.989" E	272	52° 47' 1° 57' 17.842" N	53.162" E
5	52° 51' 2° 45' 34.220" N	2° 45' 34.220" E	273	52° 47' 1° 57' 48.405" N	51.688" E
6	53° 2' 36.817" N	2° 34' 16.309" E	274	52° 47' 1° 58' 0.642" N	50.436" E
7	52° 49' 2° 34' 15.809" N	2° 34' 15.809" E	275	52° 47' 1° 58' 12.320" N	48.214" E
8	52° 48' 2° 33' 28.343" N	2° 33' 28.343" E	276	52° 47' 1° 58' 33.820" N	42.495" E
9	52° 48' 3.133" N	2° 26' 37.427" E	277	52° 47' 1° 58' 49.157" N	36.793" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
10	52° 56' 9.089" N	2° 18' 33.231" E	278	52° 47' 1° 59' 7.719" E 27.713" N	
11	52° 45' 11.467" N	2° 45' 30.454" E	279	52° 47' 1° 59' 19.409" E 19.963" N	
12	52° 45' 11.943" N	2° 45' 28.711" E	280	52° 47' 1° 59' 30.409" E 10.581" N	
13	52° 45' 12.967" N	2° 45' 25.281" E	281	52° 45' 3.401" N	2° 1' 51.874" E
14	52° 45' 14.081" N	2° 45' 21.928" E	282	52° 45' 3.127" N	2° 1' 52.189" E
15	52° 45' 15.285" N	2° 45' 18.661" E	283	52° 45' 2.287" N	2° 1' 53.183" E
16	52° 45' 15.920" N	2° 45' 17.061" E	284	52° 45' 1.635" N	2° 1' 53.925" E
17	52° 45' 17.254" N	2° 45' 13.933" E	285	52° 45' 1.351" N	2° 1' 54.277" E
18	52° 45' 17.952" N	2° 45' 12.407" E	286	52° 45' 0.388" N	2° 1' 55.510" E
19	52° 45' 19.409" N	2° 45' 9.432" E	287	52° 45' 0.110" N	2° 1' 55.877" E
20	52° 45' 20.533" N	2° 45' 7.335" E	288	52° 44' 2° 1' 56.258" E 59.840" N	
21	52° 45' 20.944" N	2° 45' 6.567" E	289	52° 44' 2° 1' 57.587" E 58.926" N	
22	52° 45' 21.741" N	2° 45' 5.178" E	290	52° 44' 2° 1' 57.982" E 58.663" N	
23	52° 45' 23.389" N	2° 45' 2.488" E	291	52° 44' 2° 1' 58.390" E 58.407" N	
24	52° 45' 24.240" N	2° 45' 1.188" E	292	52° 44' 2° 1' 59.812" E 57.545" N	
25	52° 45' 25.993" N	2° 44' 58.685" E	293	52° 44' 2° 2' 0.233" E 57.298" N	
26	52° 45' 27.812" N	2° 44' 56.313" E	294	52° 44' 2° 2' 0.667" E 57.059" N	
27	52° 45' 29.693" N	2° 44' 54.076" E	295	52° 44' 2° 2' 2.175" E 56.253" N	
28	52° 45' 31.632" N	2° 44' 51.980" E	296	52° 44' 2° 2' 2.621" E 56.022" N	
29	52° 45' 32.623" N	2° 44' 50.985" E	297	52° 44' 2° 2' 3.078" E 55.800" N	



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30	52° 33.626" N	45' 2° 44' 50.027" E	298	52° 55.053" N	44' 2° 2' 4.667" E
31	52° 35.671" N	45' 2° 44' 48.223" E	299	52° 54.839" N	44' 2° 2' 5.136" E
32	52° 37.763" N	45' 2° 44' 46.570" E	300	52° 54.635" N	44' 2° 2' 5.615" E
33	52° 39.897" N	45' 2° 44' 45.071" E	301	52° 53.950" N	44' 2° 2' 7.278" E
34	52° 42.069" N	45' 2° 44' 43.731" E	302	52° 53.755" N	44' 2° 2' 7.768" E
35	52° 43.168" N	45' 2° 44' 43.121" E	303	52° 53.569" N	44' 2° 2' 8.268" E
36	52° 44.275" N	45' 2° 44' 42.551" E	304	52° 52.949" N	44' 2° 2' 9.998" E
37	52° 46.511" N	45' 2° 44' 41.534" E	305	52° 52.773" N	44' 2° 2' 10.507" E
38	52° 47.638" N	45' 2° 44' 41.087" E	306	52° 52.607" N	44' 2° 2' 11.025" E
39	52° 48.833" N	45' 2° 44' 40.681" E	307	52° 52.053" N	44' 2° 2' 12.816" E
40	52° 46' 9.781" N	2° 44' 40.687" E	308	52° 51.897" N	44' 2° 2' 13.343" E
41	52° 46.724" N	46' 2° 44' 40.696" E	309	52° 51.751" N	44' 2° 2' 13.877" E
42	52° 48.173" N	46' 2° 44' 40.696" E	310	52° 51.267" N	44' 2° 2' 15.722" E
43	52° 52.974" N	46' 2° 44' 40.698" E	311	52° 51.131" N	44' 2° 2' 16.263" E
44	52° 55.152" N	46' 2° 44' 40.698" E	312	52° 51.006" N	44' 2° 2' 16.812" E
45	52° 57.976" N	46' 2° 44' 40.699" E	313	52° 50.593" N	44' 2° 2' 18.703" E
46	52° 47' 0.395" N	2° 44' 40.053" E	314	52° 50.478" N	44' 2° 2' 19.257" E
47	52° 47' 1.558" N	2° 44' 39.624" E	315	52° 50.373" N	44' 2° 2' 19.818" E
48	52° 47' 1.970" N	2° 44' 39.479" E	316	52° 50.034" N	44' 2° 2' 21.747" E
49	52° 47' 2.003" N	2° 44' 39.463" E	317	52° 49.940" N	44' 2° 2' 22.313" E

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50	52° 47' 3.144" N	2° 44' 38.936" E	318	52° 44' 2' 22.883" 49.857" N	E
51	52° 47' 4.295" N	2° 44' 38.272" E	319	52° 44' 2' 24.844" 49.592" N	E
52	52° 47' 4.681" N	2° 44' 38.004" E	320	52° 44' 2' 25.418" 49.520" N	E
53	52° 47' 4.998" N	2° 44' 37.816" E	321	52° 44' 2' 25.996" 49.459" N	E
54	52° 47' 5.524" N	2° 44' 37.450" E	322	52° 44' 2' 27.980" 49.268" N	E
55	52° 47' 6.616" N	2° 44' 36.554" E	323	52° 44' 2' 28.561" 49.218" N	E
56	52° 47' 7.671" N	2° 44' 35.546" E	324	52° 44' 2' 29.143" 49.179" N	E
57	52° 47' 8.686" N	2° 44' 34.431" E	325	52° 44' 2' 31.144" 49.065" N	E
58	52° 47' 9.657" N	2° 44' 33.214" E	326	52° 44' 2' 31.728" 49.037" N	E
59	52° 47' 10.579" N	2° 44' 31.898" E	327	52° 44' 2' 32.314" 49.021" N	E
60	52° 47' 11.449" N	2° 44' 30.489" E	328	52° 44' 2' 34.021" 48.989" N	E
61	52° 47' 12.264" N	2° 44' 28.993" E	329	52° 44' 2' 34.638" 48.983" N	E
62	52° 47' 13.021" N	2° 44' 27.415" E	330	52° 44' 2' 15' 49.970" 49.220" N	E
63	52° 47' 13.715" N	2° 44' 25.762" E	331	52° 44' 2' 15' 51.345" 49.236" N	E
64	52° 47' 14.346" N	2° 44' 24.040" E	332	52° 44' 2' 15' 53.169" 49.268" N	E
65	52° 47' 14.910" N	2° 44' 22.257" E	333	52° 44' 2' 15' 53.754" 49.284" N	E
66	52° 47' 15.404" N	2° 44' 20.418" E	334	52° 44' 2' 15' 54.339" 49.311" N	E
67	52° 47' 15.784" N	2° 44' 18.728" E	335	52° 44' 2' 15' 56.340" 49.422" N	E
68	52° 47' 15.918" N	2° 44' 18.041" E	336	52° 44' 2' 15' 56.922" 49.460" N	E
69	52° 47' 16.179" N	2° 44' 16.606" E	337	52° 44' 2' 15' 57.503" 49.509" N	E

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70	52° 16.456" N	47' 2° 44' 14.647" E	338	52° 49.680" N	44' 2° 15' 59.308" E
71	52° 16.520" N	47' 2° 44' 14.023" E	339	52° 49.731" N	44' 2° 15' 59.809" E
72	52° 16.658" N	47' 2° 44' 12.664" E	340	52° 49.791" N	44' 2° 16' 0.309" E
73	52° 16.784" N	47' 2° 44' 10.663" E	341	52° 51.112" N	44' 2° 16' 10.573" E
74	52° 16.834" N	47' 2° 44' 8.653" E	342	52° 51.112" N	44' 2° 16' 10.573" E
75	52° 16.807" N	47' 2° 44' 6.642" E	343	52° 49.555" N	45' 2° 23' 47.080" E
76	52° 16.703" N	47' 2° 44' 4.638" E	344	52° 49.556" N	45' 2° 23' 47.093" E
77	52° 16.559" N	47' 2° 44' 3.046" E	345	52° 49.762" N	45' 2° 23' 48.593" E
78	52° 15.589" N	47' 2° 43' 55.247" E	346	52° 50.105" N	45' 2° 23' 50.522" E
79	52° 14.341" N	47' 2° 43' 45.216" E	347	52° 50.521" N	45' 2° 23' 52.412" E
80	52° 13.615" N	47' 2° 43' 39.381" E	348	52° 51.008" N	45' 2° 23' 54.255" E
81	52° 13.538" N	47' 2° 43' 38.765" E	349	52° 51.565" N	45' 2° 23' 56.044" E
82	52° 46.039" N	43' 2° 16' 19.075" E	350	52° 52.188" N	45' 2° 23' 57.772" E
83	52° 45.182" N	43' 2° 16' 10.004" E	351	52° 52.876" N	45' 2° 23' 59.431" E
84	52° 44.634" N	43' 2° 16' 0.162" E	352	52° 53.626" N	45' 2° 24' 1.017" E
85	52° 44.531" N	43' 2° 15' 54.221" E	353	52° 54.434" N	45' 2° 24' 2.521" E
86	52° 44.490" N	43' 2° 15' 51.462" E	354	52° 55.299" N	45' 2° 24' 3.939" E
87	52° 44.512" N	43' 2° 7' 23.550" E	355	52° 56.215" N	45' 2° 24' 5.265" E
88	52° 44.166" N	42' 2° 3' 14.512" E	356	52° 57.180" N	45' 2° 24' 6.493" E
89	52° 43.152" N	42' 2° 3' 9.802" E	357	52° 58.191" N	45' 2° 24' 7.619" E

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90	52° 42.369" N	42' 2° 3' 4.946" E	358	52° 59.242" N	45' 2° 24' 8.639" E
91	52° 31.534" N	42' 2° 1' 44.644" E	359	52° 46' 0.330" N	2° 24' 9.547" E
92	52° 31.056" N	42' 2° 1' 40.338" E	360	52° 46' 1.450" N	2° 24' 10.341" E
93	52° 30.948" N	42' 2° 1' 39.044" E	361	52° 46' 2.598" N	2° 24' 11.017" E
94	52° 30.701" N	42' 2° 1' 34.686" E	362	52° 46' 3.770" N	2° 24' 11.573" E
95	52° 30.654" N	42' 2° 1' 30.309" E	363	52° 46' 4.960" N	2° 24' 12.007" E
96	52° 30.675" N	42' 2° 1' 29.003" E	364	52° 46' 6.165" N	2° 24' 12.317" E
97	52° 30.833" N	42' 2° 1' 25.173" E	365	52° 46' 7.380" N	2° 24' 12.501" E
98	52° 33.173" N	42' 2° 0' 49.768" E	366	52° 46' 8.022" N	2° 24' 12.532" E
99	52° 34.216" N	42' 2° 0' 40.941" E	367	52° 46' 9.762" N	2° 24' 12.670" E
100	52° 34.439" N	42' 2° 0' 39.649" E	368	52° 50' 9.656" N	2° 24' 31.707" E
101	52° 35.302" N	42' 2° 0' 35.379" E	369	52° 51' 3.549" N	2° 34' 15.864" E
102	52° 41.649" N	42' 2° 0' 7.655" E	370	52° 51' 3.486" N	2° 34' 19.188" E
103	52° 43.788" N	42' 2° 0' 0.073" E	371	52° 51' 3.295" N	2° 34' 22.530" E
104	52° 44.149" N	42' 1° 59' 59.016" E	372	52° 51' 2.978" N	2° 34' 25.846" E
105	52° 45.445" N	42' 1° 59' 55.557" E	373	52° 51' 2.535" N	2° 34' 29.122" E
106	52° 55.437" N	42' 1° 59' 30.877" E	374	52° 51' 1.968" N	2° 34' 32.346" E
107	52° 55.855" N	42' 1° 59' 29.924" E	375	52° 51' 1.280" N	2° 34' 35.504" E
108	52° 58.378" N	42' 1° 59' 24.593" E	376	52° 51' 0.473" N	2° 34' 38.585" E
109	52° 58.842" N	42' 1° 59' 23.685" E	377	52° 59.551" N	50' 2° 34' 41.577" E

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110	52° 43' 0.673" N	1° 59' 20.588" E	378	52° 58.516" N	50' 2° 34' 44.466" E
111	52° 43' 2.861" N	1° 59' 17.394" E	379	52° 57.374" N	50' 2° 34' 47.243" E
112	52° 43' 17.859" N	1° 58' 57.179" E	380	52° 56.129" N	50' 2° 34' 49.896" E
113	52° 43' 19.625" N	1° 58' 54.953" E	381	52° 54.785" N	50' 2° 34' 52.414" E
114	52° 43' 21.284" N	1° 58' 53.106" E	382	52° 53.348" N	50' 2° 34' 54.787" E
115	52° 43' 21.796" N	1° 58' 52.576" E	383	52° 51.823" N	50' 2° 34' 57.007" E
116	52° 43' 23.547" N	1° 58' 50.895" E	384	52° 50.218" N	50' 2° 34' 59.065" E
117	52° 45' 46.103" N	1° 56' 43.184" E	385	52° 48.537" N	50' 2° 35' 0.952" E
118	52° 46' 2.160" N	1° 56' 27.260" E	386	52° 46.788" N	50' 2° 35' 2.661" E
119	52° 46' 3.532" N	1° 56' 26.078" E	387	52° 44.977" N	50' 2° 35' 4.185" E
120	52° 46' 17.577" N	1° 56' 12.146" E	388	52° 43.112" N	50' 2° 35' 5.518" E
121	52° 46' 37.038" N	1° 55' 33.566" E	389	52° 41.200" N	50' 2° 35' 6.655" E
122	52° 46' 51.513" N	1° 54' 38.977" E	390	52° 39.248" N	50' 2° 35' 7.591" E
123	52° 46' 58.151" N	1° 53' 21.115" E	391	52° 37.265" N	50' 2° 35' 8.323" E
124	52° 46' 59.490" N	1° 52' 52.341" E	392	52° 33.492" N	50' 2° 35' 9.272" E
125	52° 47' 32.039" N	1° 39' 38.159" E	393	52° 32.920" N	50' 2° 35' 9.346" E
126	52° 47' 32.129" N	1° 39' 36.152" E	394	52° 31.498" N	46' 2° 26' 1.301" E
127	52° 47' 32.273" N	1° 39' 33.526" E	395	52° 31.407" N	46' 2° 26' 1.294" E
128	52° 47' 32.388" N	1° 39' 31.565" E	396	52° 31.505" N	46' 2° 26' 1.330" E
129	52° 47' 32.521" N	1° 39' 29.607" E	397	52° 30.476" N	46' 2° 26' 1.280" E

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130	52° 32.673" N	47' 1° 39' 27.652" E	398	52° 29.257" N	46' 2° 26' 1.347" E
131	52° 32.844" N	47' 1° 39' 25.702" E	399	52° 28.043" N	46' 2° 26' 1.540" E
132	52° 33.028" N	47' 1° 39' 23.714" E	400	52° 26.839" N	46' 2° 26' 1.859" E
133	52° 33.217" N	47' 1° 39' 21.768" E	401	52° 25.650" N	46' 2° 26' 2.301" E
134	52° 33.425" N	47' 1° 39' 19.828" E	402	52° 24.480" N	46' 2° 26' 2.866" E
135	52° 33.652" N	47' 1° 39' 17.893" E	403	52° 23.333" N	46' 2° 26' 3.551" E
136	52° 33.896" N	47' 1° 39' 15.964" E	404	52° 22.215" N	46' 2° 26' 4.353" E
137	52° 34.155" N	47' 1° 39' 13.999" E	405	52° 21.130" N	46' 2° 26' 5.269" E
138	52° 34.419" N	47' 1° 39' 12.073" E	406	52° 20.230" N	46' 2° 26' 6.150" E
139	52° 34.701" N	47' 1° 39' 10.153" E	407	52° 20.081" N	46' 2° 26' 6.296" E
140	52° 35.001" N	47' 1° 39' 8.241" E	408	52° 19.074" N	46' 2° 26' 7.430" E
141	52° 35.320" N	47' 1° 39' 6.337" E	409	52° 18.112" N	46' 2° 26' 8.665" E
142	52° 35.827" N	47' 1° 39' 3.397" E	410	52° 17.199" N	46' 2° 26' 9.998" E
143	52° 36.193" N	47' 1° 39' 1.398" E	411	52° 16.338" N	46' 2° 26' 11.422" E
144	52° 36.599" N	47' 1° 38' 59.313" E	412	52° 15.534" N	46' 2° 26' 12.933" E
145	52° 37.000" N	47' 1° 38' 57.371" E	413	52° 14.788" N	46' 2° 26' 14.524" E
146	52° 37.497" N	47' 1° 38' 55.056" E	414	52° 14.105" N	46' 2° 26' 16.189" E
147	52° 37.906" N	47' 1° 38' 53.193" E	415	52° 13.486" N	46' 2° 26' 17.921" E
148	52° 38.332" N	47' 1° 38' 51.340" E	416	52° 12.935" N	46' 2° 26' 19.714" E
149	52° 38.777" N	47' 1° 38' 49.499" E	417	52° 12.453" N	46' 2° 26' 21.561" E

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150	52° 39.239" N	47' 1° 38' 47.670" E	418	52° 12.042" N	46' 2° 26' 23.454" E
151	52° 59.902" N	48' 1° 33' 32.091" E	419	52° 11.704" N	46' 2° 26' 25.386" E
152	52° 49' 1.602" N	1° 33' 25.973" E	420	52° 11.440" N	46' 2° 26' 27.349" E
153	52° 49' 2.819" N	1° 33' 19.121" E	421	52° 11.252" N	46' 2° 26' 29.335" E
154	52° 49' 3.674" N	1° 33' 13.073" E	422	52° 11.139" N	46' 2° 26' 31.337" E
155	52° 49' 3.797" N	1° 33' 6.096" E	423	52° 11.103" N	46' 2° 26' 33.346" E
156	52° 49' 2.898" N	1° 32' 57.549" E	424	52° 11.144" N	46' 2° 26' 35.356" E
157	52° 49' 4.139" N	1° 32' 54.271" E	425	52° 11.261" N	46' 2° 26' 37.357" E
158	52° 49' 4.845" N	1° 32' 52.212" E	426	52° 11.399" N	46' 2° 26' 38.780" E
159	52° 49' 5.188" N	1° 32' 51.467" E	427	52° 11.399" N	46' 2° 26' 38.781" E
160	52° 49' 6.147" N	1° 32' 49.575" E	428	52° 11.399" N	46' 2° 26' 38.782" E
161	52° 49' 7.035" N	1° 32' 47.473" E	429	52° 47' 4.976" N	2° 33' 42.433" E
162	52° 49' 7.208" N	1° 32' 46.999" E	430	52° 47' 5.398" N	2° 33' 45.780" E
163	52° 49' 8.015" N	1° 32' 44.486" E	431	52° 47' 6.051" N	2° 33' 50.967" E
164	52° 49' 8.663" N	1° 32' 42.319" E	432	52° 47' 6.366" N	2° 33' 53.472" E
165	52° 49' 8.910" N	1° 32' 41.417" E	433	52° 47' 6.366" N	2° 33' 53.472" E
166	52° 49' 9.102" N	1° 32' 41.019" E	434	52° 47' 6.366" N	2° 33' 53.473" E
167	52° 49' 9.635" N	1° 32' 40.648" E	435	52° 47' 6.675" N	2° 33' 55.224" E
168	52° 49' 9.807" N	1° 32' 40.345" E	436	52° 47' 7.088" N	2° 33' 57.116" E
169	52° 49' 9.768" N	1° 32' 39.737" E	437	52° 47' 7.573" N	2° 33' 58.962" E

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170	52° 49' 9.855" N	1° 32' 38.941" E	438	52° 47' 8.126" N	2° 34' 0.754" E
171	52° 49' 10.086" N	1° 32' 38.247" E	439	52° 47' 8.747" N	2° 34' 2.485" E
172	52° 49' 10.218" N	1° 32' 37.939" E	440	52° 47' 9.433" N	2° 34' 4.148" E
173	52° 49' 10.691" N	1° 32' 36.993" E	441	52° 47' 10.180" N	2° 34' 5.737" E
174	52° 49' 11.553" N	1° 32' 35.417" E	442	52° 47' 10.987" N	2° 34' 7.246" E
175	52° 49' 12.200" N	1° 32' 33.887" E	443	52° 47' 11.849" N	2° 34' 8.668" E
176	52° 49' 12.742" N	1° 32' 32.736" E	444	52° 47' 12.764" N	2° 34' 9.998" E
177	52° 49' 13.080" N	1° 32' 31.922" E	445	52° 47' 13.727" N	2° 34' 11.230" E
178	52° 49' 13.507" N	1° 32' 31.040" E	446	52° 47' 14.736" N	2° 34' 12.361" E
179	52° 49' 14.325" N	1° 32' 29.767" E	447	52° 47' 15.785" N	2° 34' 13.384" E
180	52° 49' 14.340" N	1° 32' 29.796" E	448	52° 47' 16.872" N	2° 34' 14.297" E
181	52° 49' 15.178" N	1° 32' 31.478" E	449	52° 47' 17.991" N	2° 34' 15.096" E
182	52° 49' 15.638" N	1° 32' 32.401" E	450	52° 47' 19.138" N	2° 34' 15.777" E
183	52° 49' 45.178" N	1° 33' 31.705" E	451	52° 47' 20.309" N	2° 34' 16.338" E
184	52° 49' 45.944" N	1° 33' 33.513" E	452	52° 47' 21.499" N	2° 34' 16.777" E
185	52° 49' 46.772" N	1° 33' 35.540" E	453	52° 47' 22.704" N	2° 34' 17.091" E
186	52° 49' 47.579" N	1° 33' 37.591" E	454	52° 47' 23.918" N	2° 34' 17.280" E
187	52° 49' 48.363" N	1° 33' 39.664" E	455	52° 47' 25.496" N	2° 34' 17.365" E
188	52° 49' 49.126" N	1° 33' 41.760" E	456	52° 48' 2.953" N	2° 26' 36.184" E
189	52° 49' 49.866" N	1° 33' 43.878" E	457	52° 48' 2.518" N	2° 26' 33.730" E



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
190	52° 50.585" N	49' 1° 33' 46.016" E	458	52° 48' 1.985" N	2° 26' 31.328" E
191	52° 51.280" N	49' 1° 33' 48.175" E	459	52° 48' 1.357" N	2° 26' 28.991" E
192	52° 51.952" N	49' 1° 33' 50.354" E	460	52° 48' 1.009" N	2° 26' 27.849" E
193	52° 52.602" N	49' 1° 33' 52.551" E	461	52° 48' 0.243" N	2° 26' 25.626" E
194	52° 53.228" N	49' 1° 33' 54.767" E	462	52° 59.827" N	47' 2° 26' 24.547" E
195	52° 53.831" N	49' 1° 33' 57.000" E	463	52° 58.931" N	47' 2° 26' 22.461" E
196	52° 54.410" N	49' 1° 33' 59.251" E	464	52° 57.954" N	47' 2° 26' 20.477" E
197	52° 54.965" N	49' 1° 34' 1.518" E	465	52° 57.436" N	47' 2° 26' 19.526" E
198	52° 55.496" N	49' 1° 34' 3.800" E	466	52° 56.343" N	47' 2° 26' 17.712" E
199	52° 56.003" N	49' 1° 34' 6.098" E	467	52° 55.181" N	47' 2° 26' 16.022" E
200	52° 56.486" N	49' 1° 34' 8.409" E	468	52° 53.953" N	47' 2° 26' 14.462" E
201	52° 56.944" N	49' 1° 34' 10.735" E	469	52° 53.316" N	47' 2° 26' 13.734" E
202	52° 57.378" N	49' 1° 34' 13.073" E	470	52° 52.000" N	47' 2° 26' 12.384" E
203	52° 57.786" N	49' 1° 34' 15.423" E	471	52° 51.322" N	47' 2° 26' 11.763" E
204	52° 58.171" N	49' 1° 34' 17.784" E	472	52° 49.931" N	47' 2° 26' 10.635" E
205	52° 58.530" N	49' 1° 34' 20.157" E	473	52° 48.498" N	47' 2° 26' 9.662" E
206	52° 58.864" N	49' 1° 34' 22.539" E	474	52° 47.030" N	47' 2° 26' 8.847" E
207	52° 59.173" N	49' 1° 34' 24.930" E	475	52° 45.531" N	47' 2° 26' 8.195" E
208	52° 59.456" N	49' 1° 34' 27.330" E	476	52° 44.124" N	47' 2° 26' 7.739" E
209	52° 59.714" N	49' 1° 34' 29.738" E	477	52° 42.819" N	47' 2° 26' 7.446" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
210	52° 49' 59.947" N	1° 34' 32.153" E	478	52° 47' 42.518" N	2° 26' 7.422" E
211	52° 50' 0.154" N	1° 34' 34.574" E	479	52° 47' 40.198" N	2° 26' 6.759" E
212	52° 50' 0.336" N	1° 34' 37.001" E	480	52° 47' 32.505" N	2° 26' 6.180" E
213	52° 50' 0.492" N	1° 34' 39.433" E	481	52° 50' 2.151" N	2° 35' 9.316" E
214	52° 50' 0.623" N	1° 34' 41.869" E	482	52° 47' 39.858" N	2° 35' 10.667" E
215	52° 50' 0.727" N	1° 34' 44.308" E	483	52° 47' 38.680" N	2° 35' 10.728" E
216	52° 50' 0.806" N	1° 34' 46.750" E	484	52° 47' 37.466" N	2° 35' 10.917" E
217	52° 50' 0.859" N	1° 34' 49.193" E	485	52° 47' 36.261" N	2° 35' 11.231" E
218	52° 50' 0.887" N	1° 34' 51.638" E	486	52° 47' 35.071" N	2° 35' 11.670" E
219	52° 50' 0.888" N	1° 34' 54.083" E	487	52° 47' 33.900" N	2° 35' 12.231" E
220	52° 50' 0.864" N	1° 34' 56.528" E	488	52° 47' 32.753" N	2° 35' 12.912" E
221	52° 50' 0.814" N	1° 34' 58.972" E	489	52° 47' 31.634" N	2° 35' 13.711" E
222	52° 50' 0.739" N	1° 35' 1.414" E	490	52° 47' 30.547" N	2° 35' 14.623" E
223	52° 50' 0.637" N	1° 35' 3.854" E	491	52° 47' 29.498" N	2° 35' 15.647" E
224	52° 50' 0.510" N	1° 35' 6.290" E	492	52° 47' 28.489" N	2° 35' 16.777" E
225	52° 50' 0.357" N	1° 35' 8.722" E	493	52° 47' 27.525" N	2° 35' 18.010" E
226	52° 50' 0.178" N	1° 35' 11.150" E	494	52° 47' 26.611" N	2° 35' 19.340" E
227	52° 49' 59.974" N	1° 35' 13.572" E	495	52° 47' 25.748" N	2° 35' 20.762" E
228	52° 49' 59.745" N	1° 35' 15.987" E	496	52° 47' 24.942" N	2° 35' 22.271" E
229	52° 49' 59.490" N	1° 35' 18.396" E	497	52° 47' 24.194" N	2° 35' 23.860" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
230	52° 59.209" N	49' 1° 35' 20.797" E	498	52° 23.509" N	47' 2° 35' 25.523" E
231	52° 58.903" N	49' 1° 35' 23.190" E	499	52° 22.888" N	47' 2° 35' 27.254" E
232	52° 58.573" N	49' 1° 35' 25.573" E	500	52° 22.334" N	47' 2° 35' 29.046" E
233	52° 58.217" N	49' 1° 35' 27.947" E	501	52° 21.849" N	47' 2° 35' 30.892" E
234	52° 57.836" N	49' 1° 35' 30.310" E	502	52° 21.436" N	47' 2° 35' 32.784" E
235	52° 57.430" N	49' 1° 35' 32.661" E	503	52° 21.096" N	47' 2° 35' 34.716" E
236	52° 56.999" N	49' 1° 35' 35.001" E	504	52° 20.829" N	47' 2° 35' 36.678" E
237	52° 56.544" N	49' 1° 35' 37.328" E	505	52° 20.638" N	47' 2° 35' 38.665" E
238	52° 56.064" N	49' 1° 35' 39.641" E	506	52° 20.523" N	47' 2° 35' 40.667" E
239	52° 55.560" N	49' 1° 35' 41.940" E	507	52° 20.485" N	47' 2° 35' 42.678" E
240	52° 55.032" N	49' 1° 35' 44.225" E	508	52° 20.523" N	47' 2° 35' 44.688" E
241	52° 54.480" N	49' 1° 35' 46.494" E	509	52° 20.637" N	47' 2° 35' 46.691" E
242	52° 53.904" N	49' 1° 35' 48.746" E	510	52° 20.743" N	47' 2° 35' 47.801" E
243	52° 53.304" N	49' 1° 35' 50.982" E	511	52° 20.744" N	47' 2° 35' 47.806" E
244	52° 52.681" N	49' 1° 35' 53.200" E	512	52° 21.786" N	47' 2° 35' 56.101" E
245	52° 52.034" N	49' 1° 35' 55.400" E	513	52° 20.763" N	48' 2° 43' 47.964" E
246	52° 51.868" N	49' 1° 35' 55.943" E	514	52° 21.026" N	48' 2° 43' 49.928" E
247	52° 40.863" N	48' 1° 39' 22.453" E	515	52° 21.364" N	48' 2° 43' 51.862" E
248	52° 40.702" N	48' 1° 39' 22.924" E	516	52° 21.774" N	48' 2° 43' 53.756" E
249	52° 40.367" N	48' 1° 39' 23.994" E	517	52° 22.256" N	48' 2° 43' 55.605" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
250	52° 40.234" N	48' 1° 39' 24.393" E	518	52° 22.808" N	48' 2° 43' 57.400" E
251	52° 40.107" N	48' 1° 39' 24.797" E	519	52° 23.426" N	48' 2° 43' 59.134" E
252	52° 39.560" N	48' 1° 39' 26.596" E	520	52° 24.109" N	48' 2° 44' 0.800" E
253	52° 39.405" N	48' 1° 39' 27.124" E	521	52° 24.854" N	48' 2° 44' 2.393" E
254	52° 39.261" N	48' 1° 39' 27.661" E	522	52° 25.659" N	48' 2° 44' 3.905" E
255	52° 38.783" N	48' 1° 39' 29.512" E	523	52° 26.519" N	48' 2° 44' 5.331" E
256	52° 38.649" N	48' 1° 39' 30.055" E	524	52° 27.432" N	48' 2° 44' 6.665" E
257	52° 38.525" N	48' 1° 39' 30.606" E	525	52° 28.394" N	48' 2° 44' 7.902" E
258	52° 38.044" N	48' 1° 39' 32.861" E	526	52° 29.401" N	48' 2° 44' 9.037" E
259	52° 37.927" N	48' 1° 39' 33.484" E	527	52° 30.449" N	48' 2° 44' 10.065" E
260	52° 37.569" N	48' 1° 39' 35.557" E	528	52° 31.534" N	48' 2° 44' 10.983" E
261	52° 37.477" N	48' 1° 39' 36.124" E	529	52° 32.652" N	48' 2° 44' 11.786" E
262	52° 37.396" N	48' 1° 39' 36.696" E	530	52° 33.799" N	48' 2° 44' 12.472" E
263	52° 37.137" N	48' 1° 39' 38.662" E	531	52° 34.969" N	48' 2° 44' 13.037" E
264	52° 37.067" N	48' 1° 39' 39.237" E	532	52° 36.158" N	48' 2° 44' 13.481" E
265	52° 37.008" N	48' 1° 39' 39.816" E	533	52° 37.362" N	48' 2° 44' 13.800" E
266	52° 36.824" N	48' 1° 39' 41.805" E	534	52° 38.576" N	48' 2° 44' 13.994" E
267	52° 36.776" N	48' 1° 39' 42.387" E	535	52° 39.226" N	48' 2° 44' 14.030" E
268	52° 36.739" N	48' 1° 39' 42.971" E	536	52° 27.631" N	51' 2° 44' 14.043" E

**Commencement Information**

**I46** Sch. 1 Pt. 1 in force at 5.3.2022, see [art. 1](#)

## PART 2

### Ancillary Works

1. Works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—
  - (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised development;
  - (b) marking buoys, beacons, fenders and other navigational warning or ship impact protection works; and
  - (c) temporary works for the benefit or protection of land or structures affected by the authorised development.

**Commencement Information**

**I47** Sch. 1 Pt. 2 para. 1 in force at 5.3.2022, see [art. 1](#)

## PART 3

### Requirements

#### Time limits

1. The authorised project must commence no later than the expiration of five years beginning with the date this Order comes into force.

**Commencement Information**

**I48** Sch. 1 Pt. 3 para. 1 in force at 5.3.2022, see [art. 1](#)

#### Detailed offshore design parameters

- 2.—(1) Subject to paragraph (2), any wind turbine generator forming part of the authorised project must not—
  - (a) exceed a height of 350 metres when measured from HAT to the tip of the vertical blade;
  - (b) exceed a height of 198.5 metres to the height of the centreline of the generator shaft forming part of the hub when measured from HAT;
  - (c) exceed a rotor diameter of 303 metres;
  - (d) be less than 800 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 800 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind); or

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

- (e) have a draught height which is less than the minimum draught height specified for the relevant wind turbine generator capacity in the table below—

<i>Wind Turbine Generator Capacity</i>	<i>Minimum draught height</i>
Up to and including 14.6MW	35m from MHWS
14.7 MW and above	30m from MHWS

(2) References to the location of a wind turbine generator in paragraph (2) above are references to the centre point of that turbine.

#### Commencement Information

**I49** Sch. 1 para. 2 in force at 5.3.2022, see [art. 1](#)

**3.—(1)** The total number of wind turbine generators forming part of the authorised project must not exceed [<sup>F3</sup>145] and must be configured such that at any time—

- (a) no more than two-thirds of the total number of wind turbine generators (rounded to the nearest whole number) must be located in Norfolk Vanguard West; and
- (b) no more than one-half of the total number of wind turbine generators (rounded to the nearest whole number) must be located in Norfolk Vanguard East.

(2) The total number of offshore electrical platforms forming part of the authorised project must not exceed two.

(3) The total number of accommodation platforms must not exceed two.

(4) The total number of meteorological masts must not exceed two.

(5) The total number of LIDAR measurement buoys must not exceed two and the total number of wave measurement buoys must not exceed two.

#### Textual Amendments

**F3** Word in [Sch. 1 Pt. 3 para. 3\(1\)](#) substituted (29.9.2022) by [The Norfolk Vanguard Offshore Wind Farm \(Amendment\) Order 2022 \(S.I. 2022/1004\)](#), arts. 1, [4\(a\)](#)

#### Commencement Information

**I50** Sch. 1 para. 3 in force at 5.3.2022, see [art. 1](#)

**4.—(1)** The dimensions of any offshore electrical platforms forming part of the authorised project (excluding towers, helipads, masts and cranes) must not exceed 100 metres in height when measured from HAT, 120 metres in length and 80 metres in width.

(2) The dimensions of any accommodation platform forming part of the authorised project (excluding helipads) must not exceed 100 metres in height when measured from HAT, 90 metres in length and 60 metres in width.

(3) Each meteorological mast must not exceed a height of 200 metres above HAT.

(4) Each meteorological mast must not have more than one supporting foundation.

#### Commencement Information

**I51** Sch. 1 para. 4 in force at 5.3.2022, see [art. 1](#)

5. The total length of the cables and the volume and area of their cable protection must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>2</sup> and m<sup>3</sup>)</i>
Work No. 1(e) (array)	600 kilometres	389,000m <sup>2</sup> 198,500m <sup>3</sup>
Work No. 3 (interconnector link)	150 kilometres	76,000m <sup>2</sup> 38,000m <sup>3</sup>
Work No. 4A and 4B (export cable)	400 kilometres	102,086m <sup>2</sup> 59,836m <sup>3</sup>

**Commencement Information**

**I52** Sch. 1 para. 5 in force at 5.3.2022, see [art. 1](#)

6.—(1) In relation to a wind turbine generator, each foundation using piles must not have—

- (a) more than four driven piles;
- (b) in the case of single pile structures, a pile diameter which is more than 15 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than five metres.

(2) In relation to a wind turbine generator, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 1,963 m<sup>2</sup>.

**Commencement Information**

**I53** Sch. 1 para. 6 in force at 5.3.2022, see [art. 1](#)

7.—(1) In relation to a meteorological mast, each foundation using piles must not have—

- (a) more than four driven piles;
- (b) in the case of single pile structures, a pile diameter which is more than 10 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than three metres.

(2) In relation to a meteorological mast, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 314 m<sup>2</sup>.

**Commencement Information**

**I54** Sch. 1 para. 7 in force at 5.3.2022, see [art. 1](#)

8.—(1) In relation to an offshore electrical platform, each foundation using piles must not have—

- (a) more than 18 driven piles; or
- (b) in the case of two or more pile structures, have a pile diameter which is more than five metres.

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(2) In relation to the offshore electrical platform(s), the foundations must not have a combined seabed footprint area (excluding scour protection) of greater than 15,000 m<sup>2</sup>.

**Commencement Information**

**I55** Sch. 1 para. 8 in force at 5.3.2022, see [art. 1](#)

**9.**—(1) In relation to any accommodation platform, each foundation using piles must not have—

- (a) more than six driven piles; or
- (b) in the case of two or more pile structures, have a pile diameter which is more than three metres.

(2) In relation to an accommodation platform, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 7,500 m<sup>2</sup>.

**Commencement Information**

**I56** Sch. 1 para. 9 in force at 5.3.2022, see [art. 1](#)

**10.**—(1) In relation to any LIDAR measurement buoys, each foundation using piles must not have a pile diameter of greater than 10 metres.

(2) In relation to any LIDAR measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 79 m<sup>2</sup> per buoy and 157m<sup>2</sup> in total.

(3) In relation to any wave measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 150m<sup>2</sup> per buoy and 300 m<sup>2</sup> in total.

**Commencement Information**

**I57** Sch. 1 para. 10 in force at 5.3.2022, see [art. 1](#)

**11.** The total amount of scour protection for the wind turbine generators, accommodation platform, meteorological masts, offshore electrical platforms and LIDAR measurement buoys forming part of the authorised project must not exceed 5,196,703m<sup>2</sup> and 25,983,515m<sup>3</sup>.

**Commencement Information**

**I58** Sch. 1 para. 11 in force at 5.3.2022, see [art. 1](#)

**Textual Amendments**

**F3** Word in [Sch. 1 Pt. 3 para. 3\(1\)](#) substituted (29.9.2022) by [The Norfolk Vanguard Offshore Wind Farm \(Amendment\) Order 2022 \(S.I. 2022/1004\)](#), arts. 1, [4\(a\)](#)

**Commencement Information**

**I49** Sch. 1 para. 2 in force at 5.3.2022, see [art. 1](#)

**I50** Sch. 1 para. 3 in force at 5.3.2022, see [art. 1](#)

**I51** Sch. 1 para. 4 in force at 5.3.2022, see [art. 1](#)

**I52** Sch. 1 para. 5 in force at 5.3.2022, see [art. 1](#)



- I53** Sch. 1 para. 6 in force at 5.3.2022, see [art. 1](#)
- I54** Sch. 1 para. 7 in force at 5.3.2022, see [art. 1](#)
- I55** Sch. 1 para. 8 in force at 5.3.2022, see [art. 1](#)
- I56** Sch. 1 para. 9 in force at 5.3.2022, see [art. 1](#)
- I57** Sch. 1 para. 10 in force at 5.3.2022, see [art. 1](#)
- I58** Sch. 1 para. 11 in force at 5.3.2022, see [art. 1](#)

### Aviation safety

**12.**—(1) The undertaker must exhibit such lights, with such shape, colour and character and at such times as are required in writing by Air Navigation Order 2016<sup>(44)</sup> and/or determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the CAA. Lighting installed specifically to meet Ministry of Defence aviation safety requirements must remain operational for the life of the authorised development unless otherwise agreed in writing with the Ministry of Defence.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the offshore works, in writing of the following information—

- (a) the date of the commencement of construction of the offshore works;
- (b) the date any wind turbine generators are brought into use;
- (c) the maximum height of any construction equipment to be used;
- (d) the maximum heights of any wind turbine generator, meteorological mast, offshore electrical platform and accommodation platform to be constructed; and
- (e) the latitude and longitude of each wind turbine generator, meteorological mast, offshore electrical platform and accommodation platform to be constructed,

and the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the offshore works.

#### Commencement Information

- I59** Sch. 1 para. 12 in force at 5.3.2022, see [art. 1](#)

### Ministry of Defence surveillance operations

**13.**—(1) No wind turbine generator forming part of the authorised development is permitted to rotate its rotor blades on its horizontal axis until the Secretary of State having consulted with the Ministry of Defence confirms satisfaction in writing that appropriate mitigation will be implemented and maintained for the life of the authorised development and that arrangements have been put in place with the Ministry of Defence to ensure that the approved mitigation is implemented.

(2) For the purposes of this requirement—

- (a) “appropriate mitigation” means measures to prevent or remove any adverse effects which the authorised development will have on the air defence radar at Remote Radar Head (RRH) [<sup>F4</sup>Neatishead] and the Ministry of Defence’s air surveillance and control operations;
- (b) “approved mitigation” means the detailed Radar Mitigation Scheme (RMS) that will set out the appropriate measures and timescales for implementation as agreed with the

<sup>(44)</sup> S.I. 2016/765.

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

Ministry of Defence at the time the Secretary of State confirms satisfaction in writing in accordance with paragraph (1); and

- (c) “Ministry of Defence” means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, [<sup>F5</sup>St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire WS14 9PY] or any successor body.

(3) The undertaker must thereafter comply with all other obligations contained within the approved mitigation for the life of the authorised development.

#### Textual Amendments

- F4** Word in Sch. 1 Pt. 3 para. 13(2)(a) substituted (29.9.2022) by [The Norfolk Vanguard Offshore Wind Farm \(Amendment\) Order 2022 \(S.I. 2022/1004\)](#), arts. 1, **4(b)**
- F5** Words in Sch. 1 Pt. 3 para. 13(2)(c) substituted (29.9.2022) by [The Norfolk Vanguard Offshore Wind Farm \(Amendment\) Order 2022 \(S.I. 2022/1004\)](#), arts. 1, **4(c)**

#### Commencement Information

- I60** Sch. 1 para. 13 in force at 5.3.2022, see [art. 1](#)

### Offshore decommissioning

**14.—(1)** No offshore works may commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) (Requirement to prepare decommissioning programmes) of the 2004 Act has been submitted to the Secretary of State for approval.

(2) The obligations under paragraphs (3) and (4) shall only apply in respect of cable protection, apart from at cable crossing locations with existing cables and pipelines, which is installed as part of the authorised project within the Haisborough, Hammond and Winterton Special Area of Conservation as at the date of the grant of the Order.

(3) No later than 4 months prior to each deployment of cable protection in the Haisborough, Hammond and Winterton Special Area of Conservation, except where otherwise stated or unless otherwise agreed in writing by the Secretary of State, the undertaker must submit the following documents for approval by the Secretary of State:

- (a) a decommissioning feasibility study on the proposed cable protection to be updated at intervals of not more than every ten years throughout the operational phase of the project;
- (b) a method statement for recovery of cable protection; and
- (c) a monitoring plan to include appropriate surveys following decommissioning to monitor the recovery of the area of the Haisborough, Hammond and Winterton Special Area of Conservation impacted by cable protection.

(4) No cable protection can be deployed in the Haisborough, Hammond and Winterton Special Area of Conservation until the Secretary of State, in consultation with the MMO and the Statutory Nature Conservation Body approves in writing the documents pursuant to paragraph (3) above.

#### Commencement Information

- I61** Sch. 1 para. 14 in force at 5.3.2022, see [art. 1](#)

### Stages of authorised development onshore

15.—(1) The onshore transmission works must not be commence, nor powers of compulsory acquisition under Part 5 of this Order be exercised, until notification has been submitted to the relevant planning authority detailing whether the onshore works will be constructed:

- (a) in a single onshore phase; or
- (b) in two onshore phases.

(2) The onshore transmission works may not be commenced until a written scheme setting out the stages of the onshore transmission works for the relevant onshore phase has been submitted to the relevant planning authority.

(3) The written scheme must be implemented as notified under paragraph (2).

#### Commencement Information

**I62** Sch. 1 para. 15 in force at 5.3.2022, see [art. 1](#)

### Detailed design parameters onshore

16.—(1) The total number of converter buildings for the onshore project substation must not exceed two.

(2) Construction works for the converter buildings referred to in paragraph (1) above must not commence until details of the layout, scale and external appearance of the same have been submitted to and approved by the relevant planning authority.

(3) The onshore project substation must be carried out in accordance with the approved details.

(4) Any details provided by the undertaker pursuant to paragraph (2) must:

- (a) accord with the design and access statement;
- (b) be supported by a statement illustrating how the details submitted accord with the principles of the OPS Masterplan and have been informed by a strategic approach to mitigate cumulative impacts arising from the onshore project substation and the Norfolk Boreas onshore project substation;
- (c) have been subject to an early independent design review which must consider whether the requirements of sub-paragraphs (a) and (b) have been satisfied and make recommendations for design improvements if not; and
- (d) be within the Order limits.

(5) Buildings (including the converter buildings) comprised in Work No. 8A must not exceed a height of 19 metres above existing ground level and external electrical equipment comprised in Work No. 8A must not exceed a height of 25 metres above existing ground level.

(6) The total footprint of each converter building must not exceed 110 metres by 70 metres.

(7) The fenced compound area (excluding its accesses) for the onshore project substation comprised in Work No. 8A must not exceed 250 metres by 300 metres.

(8) For the purposes of subparagraph (5) of this requirement ‘existing ground level’ means 71 metres above ordnance datum.

(9) The external electrical equipment comprised in Work No. 10A must not exceed a height of 15 metres above existing ground level.

(10) For the purposes of subparagraph (9) of this requirement ‘existing ground level’ means 69 metres above ordnance datum.

(11) The fenced compound area (excluding its accesses) for the extension to the Necton National Grid substation comprised in Work No. 10A must not exceed 200 metres by 150 metres.

(12) Construction works for the permanent replacement overhead pylons comprised in Work No. 11 must not commence until details of the same have been submitted to and approved by the relevant planning authority.

(13) The permanent replacement overhead line pylon works comprised in Work No. 11 must be carried out in accordance with the approved details.

(14) The permanent replacement overhead line pylons comprised in Work No. 11 must not exceed a height of 55 metres above existing ground level.

(15) The total footprint of each permanent replacement overhead line pylon comprised in Work No. 11 must not exceed 25 metres by 25 metres.

(16) For the purposes of subparagraph (14) of this requirement ‘existing ground level’ means between 66 and 69 metres above ordnance datum in respect of the eastern pylon identified on work plan 41 of 42 with the letter ‘E’ and between 68 and 70 metres above ordnance datum in respect of the eastern pylon identified on work plan 41 of 42 with the letter ‘W’.

(17) Trenchless installation techniques must be used for the purposes of passing under—

- (a) the River Wensum (Work No. 7);
- (b) King’s Beck (Work No. 5);
- (c) Wendling Beck (Work No. 7);
- (d) River Bure (Work No. 6);
- (e) North Walsham and Dilham Canal (Work No. 5);
- (f) the Witton Hall Plantation along Old Hall Road (Work No. 5);
- (g) the Wendling Carr County Wildlife Site (Work No. 7);
- (h) Little Wood County Wildlife Site (Work No. 7);
- (i) land south of the Dillington Carr County Wildlife Site (Work No. 7);
- (j) Kerdiston proposed County Wildlife Site (Work No. 6);
- (k) Marriott’s Way County Wildlife Site/ Public Right of Way (Work No. 6);
- (l) Paston Way and Knapton Cutting County Wildlife Site (Work No. 5);
- (m) Norfolk Coast Path (Work No. 4C);
- (n) Norwich to Cromer railway line at north Walsham (Work No. 5);
- (o) Wymondham to North Elmham Railway line at Dereham (Work No. 7);
- (p) A47 Road (Work No. 7);
- (q) A140 Road (Work No. 6);
- (r) A149 Road (Work No. 5);
- (s) A1067 Road (Work No. 7); and
- (t) <sup>F6</sup>... B1149 (Work No. 6).

(18) The number of underground cable ducts to be installed at the landfall [<sup>F7</sup> must not exceed four].

#### Textual Amendments

**F6** Words in [Sch. 1 Pt. 3](#) omitted (7.9.2022) by virtue of [The Norfolk Vanguard Offshore Wind Farm \(Corrections\) Order 2022 \(S.I. 2022/944\)](#), art. 1(2), [Sch.](#)

**F7** Words in Sch. 1 Pt. 3 para. 16(18) substituted (14.12.2023) by The Norfolk Vanguard Offshore Wind Farm (Amendment) Order 2023 (S.I. 2023/1390), arts. 1, 3

#### Commencement Information

**I63** Sch. 1 para. 16 in force at 5.3.2022, see [art. 1](#)

### Landfall method statement

**17.**—(1) No part of Work Nos. 4A, 4B or 4C may commence until a method statement for the construction of Work Nos. 4A, 4B and 4C has been submitted to and approved in writing by North Norfolk District Council in consultation with Natural England.

(2) The method statement referred to in paragraph (1) must include measures for long horizontal directional drilling below the coastal shore platform and cliff base at the landfall as well as measures for ongoing inspection of Work No. 4C and reporting of results to North Norfolk District Council during the operation of the authorised project.

(3) In the event that inspections indicate that as a result of the rate and extent of landfall erosion Work No. 4C could become exposed during the operation of the authorised project the undertaker must, as soon as practicable, submit proposals in writing for remedial measures to protect Work No. 4C, together with a timetable for their implementation, to North Norfolk District Council for their approval, in consultation with Natural England.

(4) The method statement and any proposals for remedial measures must be implemented as approved.

#### Commencement Information

**I64** Sch. 1 para. 17 in force at 5.3.2022, see [art. 1](#)

### Provision of landscaping

**18.**—(1) No stage of the onshore transmission works may commence until for that stage a written landscaping management scheme and associated work programme (which accords with the outline landscape and ecological management strategy) has been submitted to and approved by the relevant planning authority in consultation with Natural England.

(2) The landscaping management scheme must include details of proposed hard and soft landscaping works appropriate for the relevant stage, including—

- (a) location, number, species, size and planting density of any proposed planting, including any trees;
- (b) cultivation, importing of materials and other operations to ensure plant establishment;
- (c) hard surfacing materials;
- (d) details of existing trees to be removed, and details of existing trees and hedgerows to be retained with measures for their protection during the construction period;
- (e) retained historic landscape features and proposals for restoration, where relevant;
- (f) implementation timetables for all landscaping works;
- (g) proposed finished heights, form and gradient of earthworks; and
- (h) maintenance of the landscaping.

(3) The landscaping management scheme must be implemented as approved.

#### Commencement Information

**I65** Sch. 1 para. 18 in force at 5.3.2022, see [art. 1](#)

### Implementation and maintenance of landscaping

**19.**—(1) All landscaping works must be carried out in accordance with the landscaping management schemes approved under requirement 18 (provision of landscaping), and in accordance with the relevant recommendations of appropriate British Standards.

(2) Any tree, hedge or shrub planted as part of an approved landscaping management scheme with the intention of screening the onshore project substation (and/or the Norfolk Boreas onshore project substation) that, within a period of twenty-five years after planting, is removed, dies or becomes in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless a different species is otherwise approved by the relevant planning authority.

(3) Any tree, hedge, or shrub planted within the district of North Norfolk as part of an approved landscaping management scheme that, within a period of ten years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless a different species is otherwise approved by the relevant planning authority.

(4) Any other tree or shrub planted as part of an approved landscaping management scheme that, within a period of five years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless a different species is otherwise agreed in writing with the relevant planning authority.

#### Commencement Information

**I66** Sch. 1 para. 19 in force at 5.3.2022, see [art. 1](#)

### Code of construction practice

**20.**—(1) No stage of the onshore transmission works may commence until for that stage a code of construction practice has been submitted to and approved by the relevant planning authority, in consultation with Norfolk County Council, the Environment Agency, and Natural England.

(2) The code of construction practice must accord with the outline code of construction practice and include details, as appropriate to the relevant stage, on—

- (a) relevant health, safety and environmental legislation and compliance;
- (b) local community liaison responsibilities;
- (c) artificial light emissions;
- (d) contaminated land and groundwater;
- (e) construction noise and vibration;
- (f) soil management;
- (g) construction method statements;
- (h) site and excavated waste management;
- (i) construction surface water and drainage;

- (j) materials management;
- (k) screening, fencing and site security;
- (l) air quality;
- (m) invasive species management; and
- (n) proposals for managing public rights of way.

(3) The code of construction practice approved in relation to the relevant stage of the onshore transmission works must be followed in relation to that stage of the onshore transmission works.

(4) Pre-commencement screening, fencing and site security works must only take place in accordance with a specific plan for such pre-commencement works which must accord with the relevant details for screening, fencing and site security set out in the outline code of construction practice, and which has been submitted to and approved by the relevant local authority.

#### **Commencement Information**

**I67** Sch. 1 para. 20 in force at 5.3.2022, see [art. 1](#)

#### **Traffic**

**21.**—(1) No stage of the onshore transmission works may commence until for that stage the following plans, as appropriate for the relevant stage, have for that stage been submitted to and approved by the relevant planning authority in consultation with the highway authority—

- (a) a traffic management plan which must be in accordance with the outline traffic management plan;
- (b) a travel plan which must be in accordance with the outline travel plan; and
- (c) an access management plan which must be in accordance with the outline access management plan.

(2) The plans approved under paragraph (1) must be implemented upon commencement of the relevant stage of the onshore transmission works.

(3) If any of the accesses identified in the outline access management plan are required for pre-commencement archaeological investigations, a specific plan for such accesses which must accord with the relevant details set out in the outline access management plan must be submitted to and approved by the relevant planning authority, in consultation with the highway authority, prior to the construction and use of such accesses. The accesses identified must be constructed and used in accordance with the details contained in the specific plan so approved.

(4) Following the making of the Hornsea Three Offshore Wind Farm Development Consent Order, and notwithstanding the requirement of sub-paragraph (a) of paragraph (1) above, the traffic management plan shall include, in respect of Link 34 as referred to in the Environmental Statement, revised details of a scheme of traffic mitigation which shall be submitted to, and approved in writing by, the relevant planning authority, in consultation with the highway authority.

(5) Following the making of the Norfolk Boreas Development Consent Order if, in respect of Link 34, the Norfolk Boreas Outline Traffic Management Plan materially differs from the outline traffic management plan, the traffic management plan must include, in respect of Link 34, traffic mitigation which is consistent with the Norfolk Boreas Outline Traffic Management Plan but only to the extent that such mitigation is capable of being accommodated within the Order limits and does not give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.



**Commencement Information****I68** Sch. 1 para. 21 in force at 5.3.2022, see [art. 1](#)**Highway accesses**

**22.**—(1) The access management plan submitted for approval under Requirement 21(1)(c) must include details of the siting, design, layout and any access management measures for any new, permanent or temporary means of access (including, where relevant, details of reinstatement measures) to a highway to be used by vehicular traffic, or any alteration to an existing means of access to a highway used by vehicular traffic.

(2) The highway accesses for each stage of the onshore transmission works must be constructed or altered and the works described in paragraph (1) above in relation to access management measures must be carried out, as the case may be, in accordance with the approved details before they are brought into use for the purposes of the authorised project.

**Commencement Information****I69** Sch. 1 para. 22 in force at 5.3.2022, see [art. 1](#)**Archaeological written scheme of investigation**

**23.**—(1) No stage of the onshore transmission works may commence until for that stage an archaeological written scheme of investigation (which accords with the outline written scheme of investigation (onshore)) has, after consultation with Norfolk County Council and Historic England, been submitted to and approved by the relevant planning authority.

(2) In the event that archaeological site investigation is required, the scheme must include details of the following—

- (a) an assessment of significance and research questions; <sup>F8</sup>...
- (b) the programme and methodology of site investigation and recording;
- (c) the programme for post investigation assessment;
- (d) provision to be made for analysis of the site investigation and recording;
- (e) provision to be made for publication and dissemination of the analysis and records of the site investigation;
- (f) provision to be made for archive deposition of the analysis and records of the site investigation; and
- (g) nomination of a competent person or persons/organisation to undertake the works set out within the written scheme of investigation.

(3) Any archaeological site investigation, archaeological works or watching brief must be carried out in accordance with the approved scheme.

(4) Pre-commencement surveys, site preparation works and archaeological investigations must only take place in accordance with a specific written scheme of investigation which is in accordance with the details set out in the outline written scheme of investigation (onshore), and which has been submitted to and approved by the relevant local authority.



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### Textual Amendments

**F8** Word in [Sch. 1 Pt. 3](#) omitted (7.9.2022) by virtue of [The Norfolk Vanguard Offshore Wind Farm \(Corrections\) Order 2022 \(S.I. 2022/944\)](#), art. 1(2), [Sch.](#)

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### Commencement Information

**I70** Sch. 1 para. 23 in force at 5.3.2022, see [art. 1](#)

## Ecological management plan

**24.**—(1) No stage of the onshore transmission works may commence until for that stage a written ecological management plan (which accords with the outline landscape and ecological management strategy as appropriate for the relevant stage) has been submitted to and approved by the relevant planning authority in consultation with Natural England. The ecological management plan must be informed by post consent ecological surveying of previously un-surveyed areas for the relevant stage.

(2) The ecological management plan must include an implementation timetable and must be carried out as approved.

(3) Pre-commencement site clearance works must only take place in accordance with a specific ecological management plan for site clearance works which is in accordance with the relevant details for site clearance works set out in the outline landscape and ecological management strategy, and which has been submitted to and approved by the relevant local authority. The plan for site clearance works must be informed by post consent ecological surveying of previously un-surveyed areas for the relevant stage referred to in the plan.

(4) Construction works within 5km of the Broadland Special Protection Area and Ramsar site must be carried out in accordance with the mitigation relating to onshore ornithology contained in paragraphs 227 to 230 of the outline landscape and ecological management strategy, which must be incorporated into the ecological management plan.

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### Commencement Information

**I71** Sch. 1 para. 24 in force at 5.3.2022, see [art. 1](#)

## Watercourse crossings

**25.**—(1) No stage of the onshore transmission works involving the crossing, diversion and subsequent reinstatement of any designated main river or ordinary watercourse may commence until a scheme and programme for any such crossing, diversion and reinstatement in that stage has been submitted to and, approved by the relevant planning authority in consultation with Norfolk County Council, the Environment Agency, relevant drainage authorities and Natural England.

(2) The designated main river or ordinary watercourse must be crossed, diverted and subsequently reinstated in accordance with the approved scheme and programme.

(3) Unless otherwise permitted under paragraph (1), throughout the period of construction of the onshore transmission works, all ditches, watercourses, field drainage systems and culverts must be maintained such that the flow of water is not impaired or the drainage onto and from adjoining land rendered less effective.

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### Commencement Information

**I72** Sch. 1 para. 25 in force at 5.3.2022, see [art. 1](#)

## Construction hours

**26.**—(1) Construction work for the onshore transmission works must only take place between 0700 hours and 1900 hours Monday to Friday, and 0700 hours to 1300 hours on Saturdays, with no activity on Sundays or bank holidays, except as specified in paragraphs (2) to (4).

(2) Outside the hours specified in paragraph (1), construction work may be undertaken for essential activities including but not limited to—

- (a) continuous periods of operation that are required as assessed in the environmental statement, such as concrete pouring, drilling, and pulling cables (including fibre optic cables) through ducts;
- (b) delivery to the onshore transmission works of abnormal loads that may otherwise cause congestion on the local road network;
- (c) works required that may necessitate the temporary closure of roads;
- (d) onshore transmission works requiring trenchless installation techniques;
- (e) onshore transmission works at the landfall;
- (f) commissioning or outage works associated with the extension to the Necton National Grid substation comprised within Work No. 10A;
- (g) commissioning or outage works associated with the overhead line modification works comprised within Work No. 11 and Work No. 11A;
- (h) electrical installation; and
- (i) emergency works.

(3) Outside the hours specified in paragraph (1), construction work may be undertaken for non-intrusive activities including but not limited to—

- (a) fitting out works within the onshore project substation buildings comprised within Work No. 8A; and
- (b) daily start up or shut down;

(4) Save for emergency works, full details, including but not limited to type of activity, vehicle movements and type, timing and duration and any proposed mitigation, of all essential construction activities under paragraph (2) and undertaken outside the hours specified in paragraph (1) must be agreed with the relevant planning authority in writing in advance, and must be carried out within the agreed time.

(5) No crushing or screening works must take place at any time on any of the mobilisation areas, without the prior written consent of the relevant planning authority.

### Commencement Information

**I73** Sch. 1 para. 26 in force at 5.3.2022, see [art. 1](#)

## Control of noise during operational phase and during maintenance

**27.**—(1) The noise rating level for the use of Work No. 8A and during maintenance must not exceed 35dB  $L_{Aeq, (5 \text{ minutes})}$  at any time at a free field location immediately adjacent to any noise sensitive location.

(2) The noise rating level for the use of Work No. 8A and during maintenance must not exceed 32 dB  $L_{Leq, (15 \text{ minutes})}$  in the 100Hz third octave band at any time at a free field location immediately adjacent to any noise sensitive location.

(3) Work No. 8A must not commence operation until a scheme for monitoring compliance with the noise rating levels set out in paragraphs (1) and (2) above has been submitted to and approved by the relevant planning authority. The scheme must include identification of suitable monitoring locations (and alternative surrogate locations if appropriate) and times when the monitoring is to take place to demonstrate that the noise levels have been achieved after both initial commencement of operations and six months after Work No. 8A is at full operational capacity. Such measurements must be submitted to the relevant planning authority no later than 28 days following completion to confirm the rating level of operational noise emissions do not exceed the levels specified in subparagraphs (1) and (2), including details of any remedial works and a programme of implementation should the emissions exceed the stated levels.

(4) The monitoring scheme must be implemented as approved.

**Commencement Information**

**I74** Sch. 1 para. 27 in force at 5.3.2022, see [art. 1](#)

**European protected species onshore**

**28.**—(1) No stage of the onshore transmission works may commence until final pre-construction survey work has been carried out to establish whether a European protected species is present on any of the land affected, or likely to be affected, by that stage of the onshore transmission works or in any of the trees to be lopped or felled as part of that stage of the onshore transmission works.

(2) Where a European protected species is shown to be present, the relevant part(s) of the onshore transmission works must not begin until, after consultation with Natural England and the relevant planning authority, a scheme of protection and mitigation measures has been submitted to and approved by the relevant planning authority. The onshore transmission works must be carried out in accordance with the approved scheme.

(3) “European protected species” has the same meaning as in regulations 42 and 46 of the Conservation of Habitats and Species Regulations 2017<sup>(45)</sup>.

**Commencement Information**

**I75** Sch. 1 para. 28 in force at 5.3.2022, see [art. 1](#)

**Onshore decommissioning**

**29.**—(1) Within six months of the permanent cessation of commercial operation of the onshore transmission works an onshore decommissioning plan must be submitted to the relevant planning authority for approval.

(2) The onshore decommissioning plan must be implemented as approved.

(3) The undertaker must notify the relevant planning authority in writing of the permanent cessation of commercial operation of the onshore transmission works within 28 days of such permanent cessation.

**Commencement Information**

**I76** Sch. 1 para. 29 in force at 5.3.2022, see [art. 1](#)

<sup>(45)</sup> [S.I. 2017/1012](#).

**Requirement for written approval**

**30.** Where under any of the above requirements the approval or agreement of the Secretary of State, the relevant planning authority or another person is required, that approval or agreement must be given in writing.

**Commencement Information**

**I77** Sch. 1 para. 30 in force at 5.3.2022, see [art. 1](#)

**Amendments to approved details**

**31.—(1)** With respect to any requirement which requires the authorised project to be carried out in accordance with the details approved by the relevant planning authority or another person, the approved details must be carried out as approved unless an amendment or variation is previously agreed in writing by the relevant planning authority or that other person in accordance with paragraph (2).

(2) Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to changes where it has been demonstrated to the satisfaction of the relevant planning authority or that other person that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(3) The approved details must be taken to include any amendments that may subsequently be approved in writing by the relevant planning authority or that other person.

**Commencement Information**

**I78** Sch. 1 para. 31 in force at 5.3.2022, see [art. 1](#)

**Operational drainage plan**

**32.—(1)** Each of Work No. 8A and Work No. 8B and Work No. 10A, Work No. 10B, and Work No. 10C must not commence until a written plan for drainage during operation of the relevant work, has been submitted to and approved by the relevant planning authority, following consultation with Norfolk County Council and the Environment Agency.

(2) The operational drainage plan must accord with the principles for the relevant work set out in the outline operational drainage plan, and must include a timetable for implementation.

(3) The operational drainage plan must be implemented as approved.

**Commencement Information**

**I79** Sch. 1 para. 32 in force at 5.3.2022, see [art. 1](#)

**Skills and employment strategy**

**33.—(1)** No stage of the onshore transmission works may commence until a skills and employment strategy (which accords with the outline skills and employment strategy) has been submitted to and approved in writing by Norfolk County Council.

(2) Prior to submission of the skills and employment strategy for approval in accordance with paragraph (1), the undertaker must consult North Norfolk District Council, Broadland District Council, Breckland District Council, Norfolk County Council and the New Anglia Local Enterprise Partnership on the content of the strategy.

(3) The skills and employment strategy must be implemented as approved.

**Commencement Information**

**180** Sch. 1 para. 33 in force at 5.3.2022, see [art. 1](#)

**Cromer Primary Surveillance Radar**

**34.**—(1) No erection of any wind turbine generator forming part of the authorised development may commence until the Secretary of State having consulted with NATS has confirmed satisfaction in writing that appropriate mitigation will be implemented and maintained for the lifetime of the authorised development and that arrangements have been put in place with NATS to ensure that the approved mitigation is implemented and in operation prior to erection of the wind turbine generators.

(2) The undertaker must thereafter comply with all other obligations contained within the approved mitigation for the lifetime of the authorised development.

(3) For the purposes of this requirement—

“appropriate mitigation” means measures to prevent or remove any adverse effects which the operation of the authorised development will have on NATS’ ability to provide safe and efficient air traffic (surveillance and control) services/operations during the lifetime of the authorised development in respect of which all necessary stakeholder consultation has been completed by NATS and all necessary approvals and regulatory consents have been obtained;

“approved mitigation” means the detailed Primary Surveillance Radar Mitigation Scheme setting out the appropriate mitigation approved by the Secretary of State and confirmed in writing in accordance with paragraph (1);

“NATS” means NATS (En-Route) Plc or any successor body; and

“lifetime of the authorised development” means the period ending when the wind turbine generators are finally decommissioned and removed.

**Commencement Information**

**181** Sch. 1 para. 34 in force at 5.3.2022, see [art. 1](#)

SCHEDULE 2

Article 9

Streets subject to Street Works

**Commencement Information**

**182** Sch. 2 in force at 5.3.2022, see [art. 1](#)

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	Private track between reference points 1a and 1b on the works plan
District of North Norfolk	WHIMPWELL STREET between reference points 2a and 2b on the works plan
District of North Norfolk	Private track between reference points 2c and 2d on the works plan
District of North Norfolk	GRUB STREET between reference points 2e and 2f on the works plan
District of North Norfolk	GRUBB STREET between reference points 2g and 2h on the works plan
District of North Norfolk	WALCOTT GREEN between reference points 3a and 3b on the works plan
District of North Norfolk	B1159 between reference points 3c and 3d on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 3e and 3f on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 4a and 4b on the works plan
District of North Norfolk	THE STREET between reference points 4c and 4d on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 5a and 5b on the works plan
District of North Norfolk	HOOLEHOUSE ROAD between reference points 5c and 5d on the works plan
District of North Norfolk	CROSSWAYS LANE between reference points 5e and 5f on the works plan
District of North Norfolk	BACTON ROAD between reference points 6a and 6b on the works plan
District of North Norfolk	THATCHED COTTAGE ROAD between reference points 6c and 6d on the works plan
District of North Norfolk	THATCHED COTTAGE ROAD between reference points 6e and 6f on the works plan
District of North Norfolk	OLD HALL ROAD between reference points 6g and 6h on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 7a and 7b on the works plan
District of North Norfolk	PASTON ROAD between reference points 7c and 7d on the works plan
District of North Norfolk	OLD HALL LANE between reference points 8a and 8b on the works plan

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	HALL LANE between reference points 8c and 8d on the works plan
District of North Norfolk	LITTLE LONDON ROAD between reference points 8e and 8f on the works plan
District of North Norfolk	B1145 between reference points 8g and 8h on the works plan
District of North Norfolk	BRADFIELD ROAD between reference points 9a and 9b on the works plan
District of North Norfolk	Private track between reference points 9c and 9d on the works plan
District of North Norfolk	LYNGATE ROAD between reference points 9e and 9f on the works plan
District of North Norfolk	CROMER ROAD between reference points 10a and 10b on the works plan
District of North Norfolk	CROMER ROAD between reference points 10c and 10d on the works plan
District of North Norfolk	Private track between reference points 10e and 10f on the works plan
District of North Norfolk	CROMER ROAD between reference points 10g and 10h on the works plan
District of North Norfolk	CROMER ROAD between reference points 10i and 10j on the works plan
District of North Norfolk	BRICK KILN LANE between reference points 11a and 11b on the works plan
District of North Norfolk	Private track between reference points 11c and 11d on the works plan
District of North Norfolk	RECTORY ROAD between reference points 12a and 12b on the works plan
District of North Norfolk	FELMINGHAM ROAD between reference points 12c and 12d on the works plan
District of North Norfolk	Private track between reference points 13a and 13b on the works plan
District of North Norfolk	CHURCH ROAD between reference points 13c and 13d on the works plan
District of North Norfolk	CHURCH ROAD between reference points 13e and 13f on the works plan
District of North Norfolk	Private track between reference points 13g and 13h on the works plan
District of North Norfolk	Private track between reference points 13i and 13j on the works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	BANNINGHAM ROAD between reference points 14a and 14b on the works plan
District of Broadland	Private track between reference points 14c and 14d on the works plan
District of Broadland	A140 between reference points 14e and 14f on the works plan
District of Broadland	DRABBLEGATE between reference points 14g and 14h on the works plan
District of Broadland	CROMER ROAD between reference points 15a and 15b on the works plan
District of Broadland	INGWORTH ROAD between reference points 16a and 16b on the works plan
District of Broadland	BLICKLING ROAD between reference points 16c and 16d on the works plan
District of Broadland	BLICKLING ROAD between reference points 16e and 16f on the works plan
District of Broadland	SILVERGATE LANE between reference points 16g and 16h on the works plan
District of Broadland	AYLSHAM ROAD between reference points 17a and 17b on the works plan
District of Broadland	HEYDON ROAD between reference points 18a and 18b on the works plan
District of Broadland	HEYDON ROAD between reference points 18c and 18d on the works plan
District of Broadland	OULTON STREET between reference points 19a and 19b on the works plan
District of Broadland	B1149 between reference points 19c and 19d on the works plan
District of Broadland	OULTON STREET between reference points 20a and 20b on the works plan
District of Broadland	SOUTHGATE LANE between reference points 20c and 20d on the works plan
District of Broadland	HEYDON ROAD between reference points 20e and 20f on the works plan
District of Broadland	Private track between reference points 21a and 21b on the works plan
District of Broadland	B1145 between reference points 21c and 21d on the works plan
District of Broadland	B1145 between reference points 21e and 21f on the works plan



<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Broadland	Private track between reference points 21g and 21h on the works plan
District of Broadland	B1145 between reference points 22a and 22b on the works plan
District of Broadland	WOOD DALLING ROAD between reference points 22c and 22d on the works plan
District of Broadland	WOOD DALLING ROAD between reference points 22e and 22f on the works plan
District of Broadland	Private track between reference points 22g and 22h on the works plan
District of Broadland	KERDISTON ROAD between reference points 23a and 23b on the works plan
District of Broadland	Private track between reference points 23c and 23d on the works plan
District of Broadland	B1145 between reference points 24a and 24b on the works plan
District of Broadland	B1145 between reference points 24c and 24d on the works plan
District of Broadland	B1145 between reference points 24e and 24f on the works plan
District of Broadland	Private track between reference points 24g and 24h on the works plan
District of Broadland	B1145 between reference points 24i and 24j on the works plan
District of Broadland	Private track between reference points 24k and 24l on the works plan
District of Broadland	NOWHERE LANE between reference points 24m and 24n on the works plan
District of Broadland	JORDAN LANE between reference points 25a and 25b on the works plan
District of Breckland	Private track between reference points 26a and 26b on the works plan
District of Breckland	Private track between reference points 26c and 26d on the works plan
District of Breckland	Private track between reference points 26e and 26f on the works plan
District of Breckland	WELL LANE between reference points 27a and 27b on the works plan
District of Breckland	FAKENHAM ROAD (A1067) between reference points 27c and 27d on the works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Breckland	LIME KILN ROAD between reference points 27e and 27f on the works plan
District of Breckland	Private track between reference points 27g and 27h on the works plan
District of Breckland	LIME KILN ROAD between reference points 27i and 27j on the works plan
District of Breckland	Private track between reference points 28a and 28b on the works plan
District of Breckland	ELSING LANE between reference points 28c and 28d on the works plan
District of Breckland	BYLAUGH ROAD between reference points 28e and 28f on the works plan
District of Breckland	Private track between reference points 28g and 28h on the works plan
District of Breckland	ELSING ROAD between reference points 29a and 29b on the works plan
District of Breckland	ELSING ROAD between reference points 29c and 29d on the works plan
District of Breckland	WOODGATE ROAD between reference points 30a and 30b on the works plan
District of Breckland	Frog's Hall Lane between reference points 30c and 30d on the works plan
District of Breckland	Private track between reference points 30e and 30f on the works plan
District of Breckland	NORWICH ROAD between reference points 31a and 31b on the works plan
District of Breckland	MOWLES ROAD between reference points 31c and 31d on the works plan
District of Breckland	DEREHAM ROAD between reference points 31e and 31f on the works plan
District of Breckland	SWANTON ROAD between reference points 31g and 31h on the works plan
District of Breckland	Dirty Lane (private track) between reference points 32a and 32b on the works plan
District of Breckland	HOE ROAD SOUTH between reference points 32c and 32d on the works plan
District of Breckland	HOE ROAD SOUTH between reference points 32e and 32f on the works plan
District of Breckland	Private track between reference points 33a and 33b on the works plan

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Breckland	BACK LANE between reference points 33c and 33d on the works plan
District of Breckland	BACK LANE between reference points 33e and 33f on the works plan
District of Breckland	HOLT ROAD (B1146) between reference points 34a and 34b on the works plan
District of Breckland	HOLT ROAD (B1146) between reference points 34c and 34d on the works plan
District of Breckland	Private track between reference points 34e and 34f on the works plan
District of Breckland	MILL LANE between reference points 34g and 34h on the works plan
District of Breckland	GRESSENHALL ROAD between reference points 35a and 35b on the works plan
District of Breckland	CHURCH LANE between reference points 35c and 35d on the works plan
District of Breckland	CHURCH LANE between reference points 35e and 35f on the works plan
District of Breckland	LONGHAM ROAD between reference points 36a and 36b on the works plan
District of Breckland	A47 between reference points 37a and 37b on the works plan
District of Breckland	DALE ROAD between reference points 37c and 37d on the works plan
District of Breckland	DALE ROAD between reference points 37e and 37f on the works plan
District of Breckland	DEREHAM ROAD between reference points 37g and 37h on the works plan
District of Breckland	DEREHAM ROAD between reference points 37i and 37j on the works plan
District of Breckland	BRADENHAM LANE between reference points 38a and 38b on the works plan
District of Breckland	Private track between reference points 38c and 38d on the works plan
District of Breckland	BRADENHAM LANE between reference points 38e and 38f on the works plan
District of Breckland	HULVER STREET between reference points 38h and 38i on the works plan
District of Breckland	NOT USED: 39a and 39b

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Breckland	HAGGARDS WAY between reference points 39c and 39d on the works plan
District of Breckland	NOT USED: 39e and 39f
District of Breckland	NOT USED: 39g and 39h
District of Breckland	Smugglers lane between reference points 39i and 39j on the works plan
District of Breckland	NOT USED: 39k and 39l
District of Breckland	Private track between reference points 39m and 39n on the works plan
District of Breckland	Goggles Lane between reference points 40a and 40b on the works plan
District of Breckland	NOT USED: 40c and 40d
District of Breckland	Private track between reference points 40e and 40f on the works plan
District of Breckland	Private track between reference points 41a and 41b on the works plan
District of Breckland	Private track between reference points 41c and 41d on the works plan
District of Breckland	Private track between reference points 41e and 41f on the works plan
District of Breckland	Private track between reference points 41g and 41h on the works plan
District of Breckland	A47 between reference points 41i and 41j on the works plan
District of Breckland	A47 between reference points 41k and 41l on the works plan
District of Breckland	Private track between reference points 41m and 41n on the works plan
District of Breckland	Private track between reference points 41o and 41p on the works plan
District of Breckland	A47 between reference points 42a and 42b on the works plan

## SCHEDULE 3

Article 10

## Public Rights of Way to be temporarily stopped up

**Commencement Information****I83** Sch. 3 in force at 5.3.2022, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
District of North Norfolk	Restricted byway reference 1 Happisburgh RB22	Approximately 10 metres of Restricted byway reference 1 Happisburgh RB22 shown in purple between points marked A & B on sheet 1 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 2 Happisburgh FP7	Approximately 50 metres of footpath reference 2 Happisburgh FP7 shown in orange between points marked C & D on sheet 3 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 3 Witton FP3	Approximately 170 metres of footpath reference 3 Witton FP3 shown in orange between points marked E & F on sheet 4 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 4 Witton FP4	Approximately 50 metres of footpath reference 4 Witton FP4 shown in orange between points marked G & H on sheet 4 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 5 Witton FP7	Approximately 50 metres of footpath reference 5 Witton FP7 shown in orange between points marked I & J on sheet 5 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 6 Witton FP8	Approximately 60 metres of footpath reference 6 Witton FP8 shown in orange between points marked K & L on sheet 5 of the public rights of way to be temporarily stopped up plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
District of North Norfolk	Footpath reference 7 Paston FP4	Approximately 180 metres of footpath reference 7 Paston FP4 shown in orange between points marked M & N on sheet 7 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 8 Knapton FP10	Approximately 60 metres of footpath reference 8 Knapton FP10 shown in orange between points marked O & P on sheet 8 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 9 North Walsham FP4	Approximately 100 metres of footpath reference 9 North Walsham FP4 shown in orange between points marked Q & R on sheet 10 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Bridleway reference 10 Felmingham BR12	Approximately 300 metres of Bridleway reference 10 Felmingham BR12 shown in green between points marked S & T on sheet 10 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 11 Suffield FP1	Approximately 50 metres of footpath reference 11 Suffield FP1 shown in orange between points marked U & V on sheet 11 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 12 Suffield FP3	Approximately 100 metres of footpath reference 12 Suffield FP3 shown in orange between points marked W & X on sheet 12 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 13 Colby FP2	Approximately 90 metres of footpath reference 13 Colby FP2 shown in orange between points marked Y & Z on sheet 13 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 14 Colby FP2	Approximately 10 metres of footpath reference 14 Colby FP2 shown in orange between

(1) Area	(2) Public rights of way to be temporarily stopped up	(3) Extent of temporary stopping up
District of Broadland	Bridleway reference 15 Aylsham BR30	points marked AA & AB on sheet 13 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 16 Blickling FP11	Approximately 100 metres of footpath reference 16 Blickling FP11 shown in orange between points marked AE & AF on sheet 15 of the public rights of way to be temporarily stopped up plan
District of Broadland	Bridleway reference 17 Blickling BR12	Approximately 10 metres of Bridleway reference 17 Blickling BR12 shown in green between points marked AG & AH on sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 18 Blickling FP14	Approximately 80 metres of footpath reference 18 Blickling FP14 shown in orange between points marked AI & AJ on sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Long distance trail reference 19 Weavers Way	Approximately 80 metres of Long distance trail reference 19 Weavers Way shown in brown between points marked AK & AL on sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 20 Reepham FP18	Approximately 50 metres of footpath reference 20 Reepham FP18 shown in orange between points marked AM & AN on sheet 21 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 21 Reepham FP34	Approximately 360 metres of footpath reference 21 Reepham

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
		FP34 shown in orange between points marked AO & AP on sheet 20 and 21 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 22 Salle FP8	Approximately 50 metres of footpath reference 22 Salle FP8 shown in orange between points marked AQ & AR on sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 23 Reepham FP11	Approximately 10 metres of footpath reference 23 Reepham FP11 shown in orange between points marked AS & AT on sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 24 Reepham FP8	Approximately 50 metres of footpath reference 24 Reepham FP8 shown in orange between points marked AX & AU on sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 24a Reepham FP8	Approximately 6 metres of footpath reference 24a Reepham FP8 shown in orange between points marked AV & AW on sheet 22 of the public rights of way to be temporarily stopped up plan
District of Breckland	Long distance trail reference 25 Wensum Way	Approximately 950 metres of Long distance trail reference 25 Wensum Way shown in brown between points marked AY & AZ on sheet 28 and 29 of the public rights of way to be temporarily stopped up plan
District of Breckland	Long distance trail reference 26 Wensum Way	Approximately 50 metres of Long distance trail reference 26 Wensum Way shown in brown between points marked BA & BB on sheet 29 of the public rights of way to be temporarily stopped up plan



<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
District of Breckland	Footpath reference 27 Dereham FP9	Approximately 60 metres of footpath reference 27 Dereham FP9 shown in orange between points marked BC & BD on sheet 32 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 28 Hoe FP6	Approximately 570 metres of footpath reference 28 Hoe FP6 shown in orange between points marked BE & BF on sheet 34 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 29 Dereham FP20	Approximately 280 metres of footpath reference 29 Dereham FP20 shown in orange between points marked BG & BH on sheet 34 of the public rights of way to be temporarily stopped up plan

## SCHEDULE 4

Article 11

## Streets to be stopped up

**Commencement Information****184** Sch. 4 in force at 5.3.2022, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of North Norfolk	Private track	Approximately 340 metres of Private track as is within Work No.4C as shown between point 1a and 1b on sheet 1 of the streets to be stopped up plan
District of North Norfolk	WHIMPWELL STREET	Approximately 50 metres of WHIMPWELL STREET as is within Work No.5 as shown on sheet 2a and 2b on sheet 2 of the streets to be stopped up plan
District of North Norfolk	Private track	Approximately 50 metres of Private track as is within Work No.5 as shown on sheet 2c and

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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		2d on sheet 2 of the streets to be stopped up plan
District of North Norfolk	GRUB STREET	Approximately 50 metres of GRUB STREET as is within Work No.5 as shown on sheet 2e and 2f on sheet 2 of the streets to be stopped up plan
District of North Norfolk	GRUBB STREET	Approximately 50 metres of GRUBB STREET as is within Work No.5 as shown on sheet 2g and 2h on sheet 2 of the streets to be stopped up plan
District of North Norfolk	WALCOTT GREEN	Approximately 50 metres of WALCOTT GREEN as is within Work No.5 as shown on sheet 3a and 3b on sheet 3 of the streets to be stopped up plan
District of North Norfolk	B1159	Approximately 50 metres of B1159 as is within Work No.5 as shown on sheet 3c and 3d on sheet 3 of the streets to be stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 20 metres of NORTH WALSHAM ROAD as is within Work No.5 as shown on sheet 3e and 3f on sheet 3 of the streets to be stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 30 metres of NORTH WALSHAM ROAD as is within Work No.5 as shown on sheet 4a and 4b on sheet 4 of the streets to be stopped up plan
District of North Norfolk	THE STREET	Approximately 50 metres of THE STREET as is within Work No.5 as shown on sheet 4c and 4d on sheet 4 of the streets to be stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 70 metres of NORTH WALSHAM ROAD as is within Work No.5 as shown on sheet 5a and 5b on sheet 5 of the streets to be stopped up plan
District of North Norfolk	HOOLEHOUSE ROAD	Approximately 50 metres of HOOLEHOUSE ROAD as is within Work No.5 as shown on sheet 5c and 5d on sheet 5 of the streets to be stopped up plan

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of North Norfolk	CROSSWAYS LANE	Approximately 40 metres of CROSSWAYS LANE as is within Work No.5 as shown on sheet 5e and 5f on sheet 5 of the streets to be stopped up plan
District of North Norfolk	BACTON ROAD	Approximately 50 metres of BACTON ROAD as is within Work No.5 as shown on sheet 6a and 6b on sheet 6 of the streets to be stopped up plan
District of North Norfolk	THATCHED COTTAGE ROAD	Approximately 60 metres of THATCHED COTTAGE ROAD as is within Work No.5 as shown on sheet 6c and 6d on sheet 6 of the streets to be stopped up plan
District of North Norfolk	THATCHED COTTAGE ROAD	Approximately 30 metres of THATCHED COTTAGE ROAD as is within Work No.5 as shown on sheet 6e and 6f on sheet 6 of the streets to be stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 50 metres of NORTH WALSHAM ROAD as is within Work No.5 as shown on sheet 7a and 7b on sheet 7 of the streets to be stopped up plan
District of North Norfolk	PASTON ROAD	Approximately 60 metres of PASTON ROAD as is within Work No.5 as shown on sheet 7c and 7d on sheet 7 of the streets to be stopped up plan
District of North Norfolk	OLD HALL LANE	Approximately 30 metres of OLD HALL LANE as is within Work No.5 as shown on sheet 8a and 8b on sheet 8 of the streets to be stopped up plan
District of North Norfolk	HALL LANE	Approximately 80 metres of HALL LANE as is within Work No.5 as shown on sheet 8c and 8d on sheet 8 of the streets to be stopped up plan
District of North Norfolk	LITTLE LONDON ROAD	Approximately 90 metres of LITTLE LONDON ROAD as is within Work No.5 as shown on sheet 8e and 8f on sheet 8 of the streets to be stopped up plan

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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of North Norfolk	BRADFIELD ROAD	Approximately 50 metres of BRADFIELD ROAD as is within Work No.5 as shown on sheet 9a and 9b on sheet 9 of the streets to be stopped up plan
District of North Norfolk	Private track	Approximately 60 metres of Private track as is within Work No.5 as shown on sheet 9c and 9d on sheet 9 of the streets to be stopped up plan
District of North Norfolk	LYNGATE ROAD	Approximately 90 metres of LYNGATE ROAD as is within Work No.5 as shown on sheet 9e and 9f on sheet 9/10 of the streets to be stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 30 metres of CROMER ROAD as is within Work No.5 as shown on sheet 10a and 10b on sheet 10 of the streets to be stopped up plan
District of North Norfolk	Private track	Approximately 60 metres of Private track as is within Work No.5 as shown on sheet 10c and 10d on sheet 10 of the streets to be stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 40 metres of CROMER ROAD as is within Work No.5 as shown on sheet 10e and 10f on sheet 10 of the streets to be stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 50 metres of CROMER ROAD as is within Work No.5 as shown on sheet 10g and 10h on sheet 10 of the streets to be stopped up plan
District of North Norfolk	BRICK KILN LANE	Approximately 20 metres of BRICK KILN LANE as is within Work No.5 as shown on sheet 11a and 11b on sheet 11 of the streets to be stopped up plan
District of North Norfolk	Private track	Approximately 50 metres of Private track as is within Work No.5 as shown on sheet 11c and 11d on sheet 11 of the streets to be stopped up plan
District of North Norfolk	RECTORY ROAD	Approximately 50 metres of RECTORY ROAD as is within

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		Work No.5 as shown on sheet 12a and 12b on sheet 12 of the streets to be stopped up plan
District of North Norfolk	FELMINGHAM ROAD	Approximately 50 metres of FELMINGHAM ROAD as is within Work No.5 as shown on sheet 12c and 12d on sheet 12 of the streets to be stopped up plan
District of North Norfolk	Private track	Approximately 50 metres of Private track as is within Work No.5 as shown on sheet 13a and 13b on sheet 13 of the streets to be stopped up plan
District of North Norfolk	CHURCH ROAD	Approximately 30 metres of CHURCH ROAD as is within Works No.5 as shown on sheet 13c and 13d on sheet 13 of the streets to be stopped up plan
District of North Norfolk	CHURCH ROAD	Approximately 50 metres of CHURCH ROAD as is within Work No.5 as shown on sheet 13e and 13f on sheet 13 of the streets to be stopped up plan
District of North Norfolk	Private track	Approximately 50 metres of Private track as is within Work No.5 as shown on sheet 13g and 13h on sheet 13 of the streets to be stopped up plan
District of North Norfolk	Private track	Approximately 50 metres of Private track as is within Work No.5 as shown on sheet 13i and 13j on sheet 13 of the streets to be stopped up plan
District of North Norfolk	BANNINGHAM ROAD	Approximately 50 metres of BANNINGHAM ROAD as is within Work No.5 as shown on sheet 14a and 14b on sheet 14 of the streets to be stopped up plan
District of Broadland	Private track	Approximately 60 metres of Private track as is within Work No.6 as shown on sheet 14c and 14d on sheet 14 of the streets to be stopped up plan
District of Broadland	CROMER ROAD	Approximately 50 metres of CROMER ROAD as is within Work No.6 as shown on sheet

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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		15a and 15b on sheet 15 of the streets to be stopped up plan
District of Broadland	INGWORTH ROAD	Approximately 30 metres of INGWORTH ROAD as is within Work No.6 as shown on sheet 16a and 16b on sheet 16 of the streets to be stopped up plan
District of Broadland	BLICKLING ROAD	Approximately 50 metres of BLICKLING ROAD as is within Work No.6 as shown on sheet 16c and 16d on sheet 16 of the streets to be stopped up plan
District of Broadland	BLICKLING ROAD	Approximately 30 metres of BLICKLING ROAD as is within Work No.6 as shown on sheet 16e and 16f on sheet 16 of the streets to be stopped up plan
District of Broadland	SILVERGATE LANE	Approximately 50 metres of SILVERGATE LANE as is within Work No.6 as shown on sheet 16g and 16h on sheet 16 of the streets to be stopped up plan
District of Broadland	AYLSHAM ROAD	Approximately 50 metres of AYLSHAM ROAD as is within Work No.6 as shown on sheet 17a and 17b on sheet 17 of the streets to be stopped up plan
District of Broadland	HEYDON ROAD	Approximately 70 metres of HEYDON ROAD as is within Work No.6 as shown on sheet 18a and 18b on sheet 18 of the streets to be stopped up plan
District of Broadland	HEYDON ROAD	Approximately 30 metres of HEYDON ROAD as is within Work No.6 as shown on sheet 18c and 18d on sheet 18 of the streets to be stopped up plan
District of Broadland	OULTON STREET	Approximately 30 metres of OULTON STREET as is within Work No.6 as shown on sheet 19a and 19b on sheet 19 of the streets to be stopped up plan
District of Broadland	B1149	Approximately 50 metres of B1149 as is within Work No.6 as shown on sheet 19c and 19d on sheet 19 of the streets to be stopped up plan

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of Broadland	OULTON STREET	Approximately 70 metres of OULTON STREET as is within Work No.6 as shown on sheet 20a and 20b on sheet 20 of the streets to be stopped up plan
District of Broadland	SOUTHGATE LANE	Approximately 50 metres of SOUTHGATE LANE as is within Work No.6 as shown on sheet 20c and 20d on sheet 20 of the streets to be stopped up plan
District of Broadland	HEYDON ROAD	Approximately 50 metres of HEYDON ROAD as is within Work No.6 as shown on sheet 20e and 20f on sheet 20 of the streets to be stopped up plan
District of Broadland	Private track	Approximately 60 metres of Private track as is within Work No.6 as shown on sheet 21a and 21b on sheet 21 of the streets to be stopped up plan
District of Broadland	B1145	Approximately 70 metres of B1145 as is within Work No.6 as shown on sheet 21c and 21d on sheet 21 of the streets to be stopped up plan
District of Broadland	B1145	Approximately 30 metres of B1145 as is within Work No.6 as shown on sheet 21e and 21f on sheet 21 of the streets to be stopped up plan
District of Broadland	Private track	Approximately 100 metres of Private track as is within Work No.6 as shown on sheet 21g and 21h on sheet 21 of the streets to be stopped up plan
District of Broadland	B1145	Approximately 50 metres of B1145 as is within Work No.6 as shown on sheet 22a and 22b on sheet 22 of the streets to be stopped up plan
District of Broadland	WOOD DALLING ROAD	Approximately 50 metres of WOOD DALLING ROAD as is within Work No.6 as shown on sheet 22c and 22d on sheet 22 of the streets to be stopped up plan
District of Broadland	WOOD DALLING ROAD	Approximately 30 metres of WOOD DALLING ROAD as is

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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		within Work No.6 as shown on sheet 22e and 22f on sheet 22 of the streets to be stopped up plan
District of Broadland	Private track	Approximately 50 metres of Private track as is within Work No.6 as shown on sheet 22g and 22h on sheet 22 of the streets to be stopped up plan
District of Broadland	KERDISTON ROAD	Approximately 50 metres of KERDISTON ROAD as is within Work No.6 as shown on sheet 23a and 23b on sheet 23 of the streets to be stopped up plan
District of Broadland	B1145	Approximately 50 metres of B1145 as is within Work No.6 as shown on sheet 24a and 24b on sheet 24 of the streets to be stopped up plan
District of Broadland	B1145	Approximately 30 metres of B1145 as is within Work No.6 as shown on sheet 24c and 24d on sheet 24 of the streets to be stopped up plan
District of Broadland	B1145	Approximately 30 metres of B1145 as is within Work No.6 as shown on sheet 24e and 24f on sheet 24 of the streets to be stopped up plan
District of Broadland	B1145	Approximately 30 metres of B1145 as is within Work No.6 as shown on sheet 24g and 24h on sheet 24 of the streets to be stopped up plan
District of Broadland	Private track	Approximately 50 metres of Private track as is within Work No.6 as shown on sheet 24i and 24j on sheet 24 of the streets to be stopped up plan
District of Broadland	NOWHERE LANE	Approximately 50 metres of NOWHERE LANE as is within Work No.6 as shown on sheet 24k and 24l on sheet 24/25 of the streets to be stopped up plan
District of Broadland	JORDAN LANE	Approximately 50 metres of JORDAN LANE as is within Work No.6 as shown on sheet



<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		25a and 25b on sheet 25 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.7 as shown on sheet 26a and 26b on sheet 26 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.7 as shown on sheet 26c and 26d on sheet 26 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.7 as shown on sheet 26e and 26f on sheet 26 of the streets to be stopped up plan
District of Breckland	WELL LANE	Approximately 70 metres of WELL LANE as is within Work No.7 as shown on sheet 27a and 27b on sheet 26/27 of the streets to be stopped up plan
District of Breckland	FAKENHAM ROAD (A1067)	Approximately 50 metres of FAKENHAM ROAD (A1067) as is within Work No.7 as shown on sheet 27c and 27d on sheet 27 of the streets to be stopped up plan
District of Breckland	LIME KILN ROAD	Approximately 100 metres of LIME KILN ROAD as is within Work No.7 as shown on sheet 27e and 27f on sheet 27 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 70 metres of Private track as is within Work No.7 as shown on sheet 27g and 27h on sheet 27 of the streets to be stopped up plan
District of Breckland	LIME KILN ROAD	Approximately 60 metres of LIME KILN ROAD as is within Work No.7 as shown on sheet 27i and 27j on sheet 27 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.7 as shown on sheet 28a and

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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		28b on sheet 28 of the streets to be stopped up plan
District of Breckland	ELSING LANE	Approximately 50 metres of ELSING LANE as is within Work No.7 as shown on sheet 28c and 28d on sheet 28 of the streets to be stopped up plan
District of Breckland	BYLAUGH ROAD	Approximately 30 metres of BYLAUGH ROAD as is within Work No.7 as shown on sheet 28e and 28f on sheet 28 of the streets to be stopped up plan
District of Breckland	ELSING ROAD	Approximately 30 metres of ELSING ROAD as is within Work No.7 as shown on sheet 29a and 29b on sheet 29 of the streets to be stopped up plan
District of Breckland	ELSING ROAD	Approximately 50 metres of ELSING ROAD as is within Work No.7 as shown on sheet 29c and 29d on sheet 29 of the streets to be stopped up plan
District of Breckland	WOODGATE ROAD	Approximately 20 metres of WOODGATE ROAD as is within Work No.7 as shown on sheet 30a and 30b on sheet 30 of the streets to be stopped up plan
District of Breckland	Frog's Hall Lane	Approximately 50 metres of Frog's Hall Lane as is within Work No.7 as shown on sheet 30c and 30d on sheet 30/31 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.7 as shown on sheet 30e and 30f on sheet 30 of the streets to be stopped up plan
District of Breckland	NORWICH ROAD	Approximately 50 metres of NORWICH ROAD as is within Work No.7 as shown on sheet 31a and 31b on sheet 31 of the streets to be stopped up plan
District of Breckland	DEREHAM ROAD	Approximately 80 metres of DEREHAM ROAD as is within Work No.7 as shown on sheet 31c and 31d on sheet 31/32 of the streets to be stopped up plan

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of Breckland	SWANTON ROAD	Approximately 50 metres of SWANTON ROAD as is within Work No.7 as shown on sheet 31e and 31f on sheet 31/32 of the streets to be stopped up plan
District of Breckland	Dirty Lane (Private track)	Approximately 60 metres of Dirty Lane as is within Work No.7 as shown on sheet 32a and 32b on sheet 32 of the streets to be stopped up plan
District of Breckland	HOE ROAD SOUTH	Approximately 30 metres of HOE ROAD SOUTH as is within Work No.7 as shown on sheet 32c and 32d on sheet 32 of the streets to be stopped up plan
District of Breckland	HOE ROAD SOUTH	Approximately 30 metres of HOE ROAD SOUTH as is within Work No.7 as shown on sheet 32e and 32f on sheet 32 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 100 metres of Private track as is within Work No.7 as shown on sheet 33a and 33b on sheet 33 of the streets to be stopped up plan
District of Breckland	BACK LANE	Approximately 30 metres of BACK LANE as is within Work No.7 as shown on sheet 33c and 33d on sheet 33 of the streets to be stopped up plan
District of Breckland	BACK LANE	Approximately 50 metres of BACK LANE as is within Work No.7 as shown on sheet 33e and 33f on sheet 33 of the streets to be stopped up plan
District of Breckland	HOLT ROAD (B1146)	Approximately 30 metres of HOLT ROAD (B1146) as is within Work No.7 as shown on sheet 34a and 34b on sheet 34 of the streets to be stopped up plan
District of Breckland	HOLT ROAD (B1146)	Approximately 50 metres of HOLT ROAD (B1146) as is within Work No.7 as shown on sheet 34c and 34d on sheet 34 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work

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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		No.7 as shown on sheet 34e and 34f on sheet 34 of the streets to be stopped up plan
District of Breckland	CHURCH LANE	Approximately 30 metres of CHURCH LANE as is within Work No.7 as shown on sheet 35a and 35b on sheet 35 of the streets to be stopped up plan
District of Breckland	CHURCH LANE	Approximately 50 metres of CHURCH LANE as is within Work No.7 as shown on sheet 35c and 35d on sheet 35 of the streets to be stopped up plan
District of Breckland	LONGHAM ROAD	Approximately 50 metres of LONGHAM ROAD as is within Work No.7 as shown on sheet 36a and 36b on sheet 36 of the streets to be stopped up plan
District of Breckland	DALE ROAD	Approximately 50 metres of DALE ROAD as is within Work No.7 as shown on sheet 37a and 37b on sheet 37 of the streets to be stopped up plan
District of Breckland	DEREHAM ROAD	Approximately 40 metres of DEREHAM ROAD as is within Work No.7 as shown on sheet 37c and 37d on sheet 37 of the streets to be stopped up plan
District of Breckland	DALE ROAD	Approximately 50 metres of DALE ROAD as is within Work No.7 as shown on sheet 37e and 37f on sheet 37 of the streets to be stopped up plan
District of Breckland	DEREHAM ROAD	Approximately 40 metres of DEREHAM ROAD as is within Work No.7 as shown on sheet 37g and 37h on sheet 37 of the streets to be stopped up plan
District of Breckland	BRADENHAM LANE	Approximately 40 metres of BRADENHAM LANE as is within Work No.7 as shown on sheet 38a and 38b on sheet 38 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.7 as shown on sheet 38c and

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		38d on sheet 38 of the streets to be stopped up plan
District of Breckland	BRADENHAM LANE	Approximately 30 metres of BRADENHAM LANE as is within Work No.7 as shown on sheet 38e and 38f on sheet 38 of the streets to be stopped up plan
District of Breckland	HULVER STREET	Approximately 50 metres of HULVER STREET as is within Work No.7 as shown on sheet 38g and 38h on sheet 38 of the streets to be stopped up plan
District of Breckland	HAGGARDS WAY	NOT USED: 39a and 39b
District of Breckland	HAGGARDS WAY	Approximately 70 metres of HAGGARDS WAY as is within Work No.7 as shown on sheet 39c and 39d on sheet 39 of the streets to be stopped up plan
District of Breckland	Private track	NOT USED: 39e and 39f
District of Breckland	Smugglers Lane	NOT USED: 39g and 39h
District of Breckland	Smugglers lane	Approximately 50 metres of Smugglers lane as is within Work No.7 as shown on sheet 39i and 39j on sheet 39 of the streets to be stopped up plan
District of Breckland	Private track	NOT USED: 39k and 39l
District of Breckland	Smugglers lane	Approximately 70 metres of Private track as is within Work No.7 as shown on sheet 39n and 39m on sheet 39 of the streets to be stopped up plan
District of Breckland	Goggles Lane	Approximately 50 metres of Goggles Lane as is within Work No.7 as shown on sheet 40a and 40b on sheet 40 of the streets to be stopped up plan
District of Breckland	Private track	NOT USED: 40c and 40d
District of Breckland	Private track	Approximately 360 metres of Private track as is within Works No.8B and 9 as shown on sheet 40e and 40f on sheet 40 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.9 as shown on sheet 41a and

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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		41b on sheet 41 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Work No.9 as shown on sheet 41c and 41d on sheet 41 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Works No.9 and 10C as shown on sheet 41e and 41f on sheet 41 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 50 metres of Private track as is within Works No.9 and 12 as shown on sheet 41g and 41h on sheet 41 of the streets to be stopped up plan
District of Breckland	A47	Approximately 470 metres of A47 as is within Works No.12 as shown on sheet 41i and 41j on sheet 41 of the streets to be stopped up plan
District of Breckland	A47	Approximately 50 metres of A47 as is within Site Side Access as shown on sheet 41k and 41l on sheet 41 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 150 metres of Private track as is within Works No.10A as shown on sheet 41m and 41n on sheet 41 of the streets to be stopped up plan
District of Breckland	Private track	Approximately 170 metres of Private track as is within Works No.10B and 11 as shown on sheet 41o and 41p on sheet 41 of the streets to be stopped up plan
District of Breckland	A47	Approximately 125 metres of the A47 (located within National Grid overhead line temporary works area and overhead line modification corridor (Work No 11 and Work No 11A) between point 41q and 41r as shown on sheet 41/42 of the streets to be stopped up plan

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of Breckland	A47	Approximately 470 metres of A47 as is within Work No.12 as shown on sheet 42a and 42b on sheet 42 of the streets to be stopped up plan

SCHEDULE 5

Article 12

Access to Works

**Commencement Information**

**185** Sch. 5 in force at 5.3.2022, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from Whimpwell Green to the North marked point at AC1 on the access to works plan
District of North Norfolk	Vehicular access from Whimpwell Street to the North marked point at AC2 on the access to works plan
District of North Norfolk	Vehicular access from Whimpwell Street to the East & West marked point at AC3 on the access to works plan
District of North Norfolk	Vehicular access from Grub Street to the North marked point at AC4 on the access to works plan
District of North Norfolk	Vehicular access from Grub Street to the East & West marked point at AC5 on the access to works plan
District of North Norfolk	Vehicular access from Grub Street to the South marked point at AC6 on the access to works plan
District of North Norfolk	Vehicular access from private track to the West marked point at AC7 on the access to works plan
District of North Norfolk	Vehicular access from private track to the North & South marked point at AC8 on the access to works plan
District of North Norfolk	Vehicular access from private track to the North East marked point at AC9 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC10 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from B1159 to the East & West marked point at AC11 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the South marked point at AC12 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the South marked point at AC13 on the access to works plan
District of North Norfolk	Vehicular access from The Street to the East & West marked point at AC14 on the access to works plan
District of North Norfolk	Vehicular access from Happisburgh Road to the South marked point at AC15 on the access to works plan
District of North Norfolk	Vehicular access from Happisburgh Road to the East & West marked point at AC16 on the access to works plan
District of North Norfolk	Vehicular access from Happisburgh Road to the North marked point at AC17 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC18 on the access to works plan
District of North Norfolk	Vehicular access from private track to the North marked point at AC19 on the access to works plan
District of North Norfolk	Vehicular access from Edingthorpe to the South marked point at AC20 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road to the East & West marked point at AC21 on the access to works plan
District of North Norfolk	Vehicular access from Edingthorpe to the East & West marked point at AC22 on the access to works plan
District of North Norfolk	Vehicular access from Edingthorpe to the North marked point at AC23 on the access to works plan
District of North Norfolk	Vehicular access from Edingthorpe to the North marked point at AC24 on the access to works plan



<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from private track to the East marked point at AC25 on the access to works plan
District of North Norfolk	Vehicular access from private track to the West marked point at AC26 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the South marked point at AC27 on the access to works plan
District of North Norfolk	Vehicular access from Walsham Road to the East & West marked point at AC28 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the South marked point at AC29 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East marked point at AC30 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East marked point at AC30a on the access to works plan
District of North Norfolk	Vehicular access from private track to the West marked point at AC31 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC32 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the North marked point at AC33 on the access to works plan
District of North Norfolk	Vehicular access from Hall Lane to the North marked point at AC34 on the access to works plan
District of North Norfolk	Vehicular access from Hall Lane to the East & West marked point at AC35 on the access to works plan
District of North Norfolk	Vehicular access from Little London Road to the North marked point at AC36 on the access to works plan
District of North Norfolk	Vehicular access from London Road to the East & West marked point at AC37 on the access to works plan
District of North Norfolk	Vehicular access from B1145 to the West marked point at AC38 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from Lyngate Road to the North marked point at AC39 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the North marked point at AC40 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the North marked point at AC41 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the North marked point at AC42 on the access to works plan
District of North Norfolk	Vehicular access from Bradfield Road to the East & West marked point at AC43 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the North marked point at AC44 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the North marked point at AC45 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the East & West marked point at AC46 on the access to works plan
District of North Norfolk	Vehicular access from Cromer Road A149 to the East & West marked point at AC47 on the access to works plan
District of North Norfolk	Vehicular access from footpath Felmingham BR12 off Cromer Road to the East & West marked point at AC48 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC49 on the access to works plan
District of North Norfolk	Vehicular access from private track to the West marked point at AC50 on the access to works plan
District of North Norfolk	Vehicular access from Brick Kiln Lane to the South marked point at AC51 on the access to works plan
District of North Norfolk	Vehicular access from Brick Kiln Lane to the South marked point at AC52 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from private track to the East marked point at AC53 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC54 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC55 on the access to works plan
District of North Norfolk	Vehicular access from private track to the West marked point at AC56 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East marked point at AC57 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC58 on the access to works plan
District of North Norfolk	Vehicular access from private track to the South West marked point at AC59 on the access to works plan
District of North Norfolk	Vehicular access from private track off Church Road to the East & West marked point at AC60 on the access to works plan
District of North Norfolk	Vehicular access from private track off Colby Road to the East & West marked point at AC61 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East & West marked point at AC62 on the access to works plan
District of North Norfolk	Vehicular access from private track to the South & East marked point at AC63 on the access to works plan
District of Broadland	Vehicular access from B1145 to the North marked point at AC64 on the access to works plan
District of Broadland	Vehicular access from A140 to the East marked point at AC65 on the access to works plan
District of Broadland	Vehicular access from A140 to the East & West marked point at AC66 on the access to works plan
District of Broadland	Vehicular access from A140 to the West marked point at AC67 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicular access from Drabblegate to the West marked point at AC68 on the access to works plan
District of Broadland	Vehicular access from Drabblegate to the South marked point at AC69 on the access to works plan
District of Broadland	Vehicular access from Drabblegate to the East marked point at AC70 on the access to works plan
District of Broadland	Vehicular access from Cromer Road to the East marked point at AC71 on the access to works plan
District of Broadland	Vehicular access from Cromer Road to the East & West marked point at AC72 on the access to works plan
District of Broadland	Vehicular access from Cromer Road to the West marked point at AC73 on the access to works plan
District of Broadland	Vehicular access from Cromer Road to the North marked point at AC74 on the access to works plan
District of Broadland	Vehicular access from private track to the South marked point at AC75 on the access to works plan
District of Broadland	Vehicular access from Blickling Road to the North marked point at AC76 on the access to works plan
District of Broadland	Vehicular access from Blickling Road to the East & West marked point at AC77 on the access to works plan
District of Broadland	Vehicular access from Blickling Road to the South marked point at AC78 on the access to works plan
District of Broadland	Vehicular access from Silvergate Lane to the East marked point at AC79 on the access to works plan
District of Broadland	Vehicular access from Silvergate Lane to the East & West marked point at AC80 on the access to works plan
District of Broadland	Vehicular access from private track to the South marked point at AC81 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicular access from Aylsham Road to the North & South marked point at AC82 on the access to works plan
District of Broadland	Vehicular access from Aylsham Road to the South marked point at AC83 on the access to works plan
District of Broadland	Vehicular access from private track to the North East & South West marked point at AC84 on the access to works plan
District of Broadland	Vehicular access from private track to the South marked point at AC85 on the access to works plan
District of Broadland	Vehicular access from private track to the South marked point at AC86 on the access to works plan
District of Broadland	Vehicular access from private track to the South marked point at AC87 on the access to works plan
District of Broadland	Vehicular access from The Street to the East marked point at AC88 on the access to works plan
District of Broadland	Vehicular access from B1149 to the East & West marked point at AC89 on the access to works plan
District of Broadland	Vehicular access from B1149 to the South marked point at AC90 on the access to works plan
District of Broadland	Vehicular access from private track to the East marked point at AC91 on the access to works plan
District of Broadland	Vehicular access from private track to the East & West marked point at AC92 on the access to works plan
District of Broadland	Vehicular access from private track to the North marked point at AC93 on the access to works plan
District of Broadland	Vehicular access from Heydon Lane to the East & West marked point at AC94 on the access to works plan
District of Broadland	Vehicular access from Heydon Lane to the West marked point at AC95 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicular access from private track to the East & West marked point at AC96 on the access to works plan
District of Broadland	Vehicular access from private track to the North marked point at AC97 on the access to works plan
District of Broadland	Vehicular access from private track to the North marked point at AC98 on the access to works plan
District of Broadland	NOT USED: AC99
District of Broadland	Vehicular access from B1145 to the North marked point at AC100 on the access to works plan
District of Broadland	Vehicular access from private track off Cawston Road to the East & West marked point at AC101 on the access to works plan
District of Broadland	Vehicular access from B1145 to the East & West marked point at AC102 on the access to works plan
District of Broadland	Vehicular access from B1145 to the South marked point at AC103 on the access to works plan
District of Broadland	Vehicular access from B1145 to the North marked point at AC104 on the access to works plan
District of Broadland	Vehicular access from B1145 to the East & West marked point at AC105 on the access to works plan
District of Broadland	Vehicular access from B1145 to the East marked point at AC106 on the access to works plan
District of Broadland	Vehicular access from private track to the East & West marked point at AC107 on the access to works plan
District of Broadland	Vehicular access from Wood Dalling Road to the West marked point at AC108 on the access to works plan
District of Broadland	Vehicular access from Kerdiston Road to the East & West marked point at AC109 on the access to works plan
District of Broadland	Vehicular access from B1145 to the West marked point at AC110 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicular access from B1145 to the South marked point at AC111 on the access to works plan
District of Broadland	Vehicular access from B1145 to the East marked point at AC112 on the access to works plan
District of Broadland	Vehicular access from private track to the North marked point at AC113 on the access to works plan
District of Broadland	Vehicular access from private track to the East & West marked point at AC114 on the access to works plan
District of Broadland	Vehicular access from private track to the North marked point at AC115 on the access to works plan
District of Broadland	Vehicular access from private track to the East marked point at AC116 on the access to works plan
District of Broadland	Vehicular access from private track to the North & South marked point at AC117 on the access to works plan
District of Broadland	Vehicular access from private track to the South marked point at AC118 on the access to works plan
District of Breckland	Vehicular access from Well Lane to the North marked point at AC119 on the access to works plan
District of Breckland	Vehicular access from Well Lane to the North & South marked point at AC120 on the access to works plan
District of Breckland	Vehicular access from Well Lane to the East marked point at AC121 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road to the East & West marked point at AC122 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road to the East & West marked point at AC123 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road to the West marked point at AC124 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road to the North & South marked point at AC125 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Breckland	Vehicular access from Elsing Lane to the East & West marked point at AC126 on the access to works plan
District of Breckland	Vehicular access from private track to the South marked point at AC127 on the access to works plan
District of Breckland	Vehicular access from Elsing Road to the East & West marked point at AC128 on the access to works plan
District of Breckland	Vehicular access from Elsing Road to the West marked point at AC129 on the access to works plan
District of Breckland	Vehicular access from Elsing Road to the West marked point at AC130 on the access to works plan
District of Breckland	Vehicular access from Elsing Road to the North marked point at AC131 on the access to works plan
District of Breckland	Vehicular access from private track to the East marked point at AC132 on the access to works plan
District of Breckland	Vehicular access from Frogs Hall Lane to the East & West marked point at AC133 on the access to works plan
District of Breckland	Vehicular access from Frogs Hall Lane to the East marked point at AC134 on the access to works plan
District of Breckland	Vehicular access from B1147 to the North marked point at AC135 on the access to works plan
District of Breckland	Vehicular access from Norwich Road to the East & West marked point at AC136 on the access to works plan
District of Breckland	Vehicular access from B1147 to the East & West marked point at AC137 on the access to works plan
District of Breckland	Vehicular access from Swanton Road to the East & West marked point at AC138 on the access to works plan
District of Breckland	Vehicular access from Swanton Road to the South marked point at AC139 on the access to works plan



<i>(1) Area</i>	<i>(2) Description of access</i>
District of Breckland	Vehicular access from Hoe Road S to the South marked point at AC140 on the access to works plan
District of Breckland	Vehicular access from Swanton Road to the North marked point at AC141 on the access to works plan
District of Breckland	Vehicular access from private track to the South marked point at AC142 on the access to works plan
District of Breckland	Vehicular access from private track to the South marked point at AC143 on the access to works plan
District of Breckland	Vehicular access from private track to the South marked point at AC144 on the access to works plan
District of Breckland	Vehicular access from private track to the East & West marked point at AC145 on the access to works plan
District of Breckland	Vehicular access from B1146 to the North marked point at AC146 on the access to works plan
District of Breckland	Vehicular access from B1146 to the East & West marked point at AC147 on the access to works plan
District of Breckland	Vehicular access from B1146 to the West marked point at AC148 on the access to works plan
District of Breckland	Vehicular access from B1146 to the South marked point at AC149 on the access to works plan
District of Breckland	Vehicular access from unnamed track to the West marked point at AC150 on the access to works plan
District of Breckland	Vehicular access from Mill Lane to the East marked point at AC151 on the access to works plan
District of Breckland	Vehicular access from Dereham to the South marked point at AC152 on the access to works plan
District of Breckland	Vehicular access from Dereham to the East & West marked point at AC153 on the access to works plan
District of Breckland	Vehicular access from private track to the East & West marked point at AC154 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Breckland	Vehicular access from private track to the South marked point at AC155 on the access to works plan
District of Breckland	Vehicular access from private track to the South marked point at AC156 on the access to works plan
District of Breckland	Vehicular access from private track to the North & West marked point at AC157 on the access to works plan
District of Breckland	Vehicular access from private track to the South & West marked point at AC158 on the access to works plan
District of Breckland	Vehicular access from private track to the North marked point at AC159 on the access to works plan
District of Breckland	Vehicular access from private track to the West marked point at AC160 on the access to works plan
District of Breckland	Vehicular access from Dale Road to the West marked point at AC161 on the access to works plan
District of Breckland	Vehicular access from Dale Road to the North & South marked point at AC162 on the access to works plan
District of Breckland	Vehicular access from Dereham Road to the North marked point at AC163 on the access to works plan
District of Breckland	Vehicular access from Dale Road to the East & West marked point at AC164 on the access to works plan
District of Breckland	Vehicular access from Dereham Road to the East & West marked point at AC165 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane to the North marked point at AC166 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane to the North marked point at AC167 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane to the North marked point at AC168 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Breckland	Vehicular access from Hulver Street to the East & West marked point at AC169 on the access to works plan
District of Breckland	Vehicular access from private track to the North marked point at AC170 on the access to works plan
District of Breckland	Vehicular access from private track off Haggards Way to the East & West marked point at AC171 on the access to works plan
District of Breckland	NOT USED: AC172
District of Breckland	Vehicular access from private track off Haggards Way to the West marked point at AC173 on the access to works plan
District of Breckland	NOT USED: AC174
District of Breckland	Vehicular access from private track off Smugglers Lane to the East & West marked point at AC174a on the access to works plan
District of Breckland	Vehicular access from Goggles Lane to the East & West marked point at AC175 on the access to works plan
District of Breckland	Vehicular access from Goggles Lane to the South marked point at AC176 on the access to works plan
District of Breckland	NOT USED: AC177
District of Breckland	Vehicular access from private track off Lodge Lane to the North & South marked point at AC178 on the access to works plan
District of Breckland	Vehicular access from private track off A47 to the East & West marked point at AC179 on the access to works plan
District of Breckland	Vehicular access from private track off A47 to the East & West marked point at AC180 on the access to works plan
District of Breckland	Vehicular access from A47 to the East marked point at AC181 on the access to works plan
District of Breckland	Vehicular access from A47 to the North marked point at AC182 on the access to works plan
District of Breckland	Vehicular access from A47 to the East & West marked point at AC183 on the access to works plan

SCHEDULE 6

Article 20

Land in which only New Rights etc., may be acquired

**Commencement Information**

**186** Sch. 6 in force at 5.3.2022, see [art. 1](#)

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
<p>Landfall</p> <p>Plots 01/01, 01/02, 01/03, 01/04, 01/05, 01/06, 01/07, 01/08, 01/09, 01/10, 01/11, 01/13, 01/17, 01/18, 01/19, 01/20, 02/01, 02/02, 02/03</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <ul style="list-style-type: none"> <li data-bbox="869 842 1329 1350">(a) construct, lay and install by way of drilling and / or trenching and repair, renew, upgrade, inspect, remove and replace underground electrical cables and ducts, jointing works including transition joint bays and other apparatus together with such telemetry and fibre optic lines, structures, ducting and other apparatus, protection and safety measures and equipment which is ancillary to the purposes of transmitting electricity along such electrical cables (which collectively for the purposes of this schedule are referred to as the “cables”);</li> <li data-bbox="869 1361 1329 1615">(b) effect access to offshore apparatus and carry out works for the purposes of construction, installation, operation, maintenance and decommissioning of the parts of the authorised project that communicate between the onshore and offshore elements of the authorised project;</li> <li data-bbox="869 1626 1329 1749">(c) install, retain, and connect apparatus to connect onshore transmission apparatus to offshore transmission apparatus;</li> <li data-bbox="869 1760 1329 2020">(d) enter and be upon the land and remain with or without plant, vehicles, vessels, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables, or use of the cables, cable ducts and jointing works;</li> </ul>

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	(e) retain and use the cables, cable ducts and jointing works for the purpose of the transmission of telecommunications and electricity;
	(f) pass and repass with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying down, installing, adjusting, altering, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
	(g) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
	(h) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;
	(i) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
	(j) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
	(k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduit or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers); and

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
<p>Access tracks</p> <p>Plots 01/14, 01/15, 01/16, 02/06, 02/07, 02/08, 02/10, 02/15, 02/17, 02/20, 03/03, 03/12, 04/04, 05/02, 05/05, 05/09, 05/11, 06/06, 06/08, 06/09, 06/11, 06/13, 07/02, 07/05, 07/07, 07/08, 07/12, 08/03, 08/04, 08/06, 08/12, 09/06, 09/09, 09/10, 09/13, 09/14, 10/07, 10/08, 10/09, 10/10, 11/02, 11/04, 11/07, 11/08, 11/11, 11/15, 12/01, 12/07, 12/09, 13/01, 13/04, 13/06, 13/07, 13/12, 14/01, 14/06, 14/11, 14/13, 14/16, 14/19, 14/22, 14/24, 15/08, 15/10, 15/12, 15/14, 16/01, 16/02, 16/04, 16/06, 16/07, 16/11, 16/14, 17/06, 18/06, 18/07, 18/09, 18/10, 18/11, 18/12, 19/01, 19/02, 19/03, 19/06, 19/08, 19/09, 20/04, 20/05, 20/08, 20/11, 20/18, 21/04, 21/05, 21/07, 21/09, 21/12, 21/13, 21/14, 21/15, 21/16, 22/02, 22/08, 22/09, 22/10, 22/11, 22/16, 23/02, 24/02, 24/03, 24/06, 24/07, 24/13, 24/14, 24/15, 24/17, 24/18, 25/01, 25/03, 25/05, 26/02, 26/04, 26/05, 26/06, 26/08, 26/10, 26/11, 26/13, 27/02, 27/04, 27/06, 27/13, 28/04, 28/05, 29/05, 29/07, 29/09, 29/10, 29/12, 30/02, 30/03, 30/04, 30/05, 30/06, 30/10, 30/11, 31/02, 31/03, 31/04, 31/05, 32/02, 32/03, 32/06, 32/09, 32/12, 32/13, 32/14, 32/15, 33/02, 33/03, 33/04, 33/12, 34/03, 34/04, 34/08, 34/09, 34/10, 34/11, 34/13, 35/11, 35/12, 36/02, 36/05, 36/06, 36/08, 36/09, 36/10, 36/11, 36/14, 36/15, 36/16, 36/17, 36/21, 37/05, 37/13, 37/14, 38/02, 38/03, 38/05, 38/06, 38/08, 38/12, 39/04, 39/05, 39/06, 39/07, 39/15, 39/16, 40/02, 40/03, 41/08, 41/10, 41/11, 41/13, 41/16, 41/22.</p>	<p>(1) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass.</p> <p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <ul style="list-style-type: none"> <li>(a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;</li> <li>(b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;</li> <li>(c) retain, maintain and use temporary supporting or protective structures and erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;</li> <li>(d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;</li> <li>(e) retain and maintain existing temporary permissive paths and lay out temporary permissive paths for public use (if applicable);</li> <li>(f) effect access and egress to and from the highway;</li> <li>(g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes</li> </ul>

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<p>of accessing adjoining land and highway;</p> <p>(h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal works are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights); and</p> <p>(i) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.</p> <p>“adjoining land” for the purposes of this paragraph 1 means such other parts of the land within the Order limits required for the authorised project.</p>
<p>Full cable rights</p> <p>Plots 01/12, 02/04, 02/05, 02/09, 02/12, 02/14, 02/18, 02/21, 02/22, 02/23, 03/01, 03/02, 03/04, 03/05, 03/07, 03/08, 03/11, 03/13, 04/01, 04/02, 04/03, 04/05, 04/08, 04/10, 04/12, 05/01, 05/04, 05/06, 05/08, 05/10, 06/01, 06/03, 06/05, 06/14, 07/01, 07/04, 07/06, 07/10, 08/02, 08/08, 08/13, 08/17, 08/20, 08/23, 09/03, 09/07, 09/08, 09/12, 09/16, 10/02, 10/05, 10/14, 10/16, 10/17, 11/01, 11/05, 11/06, 11/09, 11/12, 11/14, 12/02, 12/04, 12/06, 13/02, 13/08, 13/10, 13/11, 13/13, 14/02, 14/05, 14/07, 14/09, 14/15, 14/20, 14/27, 15/02, 15/05, 15/07, 15/13, 15/15, 16/03, 16/08, 16/09, 16/10, 16/13, 17/01, 17/02, 17/03, 17/04, 17/07, 18/01, 18/04, 18/05, 18/08, 18/13, 18/14, 19/04, 19/07, 20/01, 20/03, 20/07, 20/10, 20/17, 20/20, 21/01, 21/08, 22/01, 22/04, 22/06, 22/07, 22/12, 22/13, 22/14, 22/15, 23/01, 23/05, 23/06, 23/08, 23/09, 23/11, 23/13, 23/14, 24/01, 24/04, 24/08, 24/11, 24/19, 25/02, 25/06, 25/07, 26/01, 26/03, 26/07, 26/09, 26/14, 26/15, 27/01, 27/07,</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of drilling and / or trenching;</p> <p>(b) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</p> <p>(c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and</p>

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
<p>27/09, 27/11, 27/15, 27/16, 28/01, 28/03, 29/02, 29/08, 29/13, 30/01, 30/07, 30/08, 30/12, 31/01, 31/07, 31/09, 31/11, 31/13, 32/01, 32/05, 32/07, 32/08, 32/11, 33/01, 33/08, 33/14, 33/16, 34/01, 34/07, 35/01, 35/04, 35/05, 35/07, 35/16, 36/01, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/09, 37/16, 37/18, 37/22, 38/01, 38/04, 38/09, 38/11, 39/01, 39/02, 39/09, 39/10, 39/12, 39/13, 40/01, 40/04, 40/11, 40/12, 40/14, 40/20, 40/23, 41/03, 41/14, 41/15</p>	<p>removing the cables, cable ducts and jointing works;</p> <p>(d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;</p> <p>(e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables, or use of the cable ducts and jointing works;</p> <p>(f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;</p> <p>(g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;</p> <p>(h) install and maintain cable marker posts to identify the location of the cables, cable ducts and jointing works as required for routine integrity testing;</p> <p>(i) remove, store and stockpile materials (including excavated material) within the Order land;</p> <p>(j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers</p>



<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	following the end of each period of the exercise of the rights);
	(k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
	(l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
	(m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
	(n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables, cable ducts and jointing works;
	(o) carry out environmental mitigation, remediation and enhancement works;
	(p) install, construct, use and remove temporary welfare facilities during any periods of construction, maintenance, repair, replacement, renewal, upgrade and removal of the cables, cable ducts and jointing works;
	(q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and
	(r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.

2. The right to enter and remain on the land for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project, and to—

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<ul style="list-style-type: none"> <li>(a) enter upon the land and to create temporary secure areas;</li> <li>(b) place equipment on the land, including portakabins and welfare equipment;</li> <li>(c) store plant, materials and equipment;</li> <li>(d) create car parking sites, site offices, site areas for temporary security and welfare facilities;</li> <li>(e) effect access and egress to and from the highway;</li> <li>(f) create fuel storage and bunded facilities for the storage of materials ancillary to the implementation of the authorised project; and</li> <li>(g) access the underground electrical cables, cable ducts and jointing works and any other land used or to be used in connection with the installation and use of the underground electrical cables, cable ducts and jointing works, over the temporary secure area within the land, for purposes in connection with the installation and use of the underground electrical cables.</li> </ul>
	<p>3. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p>
	<ul style="list-style-type: none"> <li>(a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;</li> <li>(b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;</li> </ul>

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<ul style="list-style-type: none"><li>(c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;</li><li>(d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;</li><li>(e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);</li><li>(f) effect access and egress to and from the highway;</li><li>(g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;</li><li>(h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the exercise of the rights); and</li><li>(i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.</li></ul> <p>“adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.</p>

4. A restrictive covenant over the land for the benefit of the remainder of the Order land to—

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<ul style="list-style-type: none"> <li data-bbox="865 385 1348 631">(a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations, footings or other supportive structures thereto);</li> <li data-bbox="865 645 1348 1025">(b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);</li> <li data-bbox="865 1039 1348 1451">(c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the Order land;</li> <li data-bbox="865 1464 1348 1973">(d) prevent the planting or growing within the Order land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and</li> </ul>

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
Crossings required to be undertaken by trenchless crossing  Plots 08/19, 35/13, 37/01, 37/07.	<p data-bbox="868 383 1331 730">(e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is reasonably foreseeable may interfere with the exercise of the other rights set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.</p> <p data-bbox="804 748 1331 904">1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p data-bbox="868 920 1347 1077">(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of horizontal drilling or other trenchless techniques;</p> <p data-bbox="868 1093 1331 1279">(b) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</p> <p data-bbox="868 1294 1331 1576">(c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;</p> <p data-bbox="868 1592 1347 1906">(d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;</p> <p data-bbox="868 1921 1315 2011">(e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and</p>

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<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<p>equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables, or use of the cable ducts and jointing works;</p> <p>(f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;</p> <p>(g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;</p> <p>(h) install and maintain cable marker posts to identify the location of the cables, cable ducts and jointing works as required for routine integrity testing;</p> <p>(i) remove, store and stockpile materials (including excavated material) within the Order land;</p> <p>(j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);</p> <p>(k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);</p> <p>(l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;</p> <p>(m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);</p>

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<ul style="list-style-type: none"><li data-bbox="868 383 1334 629">(n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables, cable ducts and jointing works;</li><li data-bbox="868 645 1334 703">(o) carry out environmental mitigation, remediation and enhancement works;</li><li data-bbox="868 719 1334 936">(p) install, construct, use and remove temporary welfare facilities during any periods of construction, maintenance, repair, replacement, renewal, upgrade and removal of the cables, cable ducts and jointing works;</li><li data-bbox="868 952 1334 1234">(q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and</li><li data-bbox="868 1249 1334 1377">(r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.</li></ul>
	<p data-bbox="804 1406 1334 1534">2. The right to enter and remain on the land for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project, and to—</p> <ul style="list-style-type: none"><li data-bbox="868 1550 1334 1608">(a) enter upon the land and to create temporary secure areas;</li><li data-bbox="868 1624 1334 1720">(b) place equipment on the land, including portakabins and welfare equipment;</li><li data-bbox="868 1736 1334 1765">(c) store plant, materials and equipment;</li><li data-bbox="868 1780 1334 1877">(d) create car parking sites, site offices, site areas for temporary security and welfare facilities;</li><li data-bbox="868 1892 1334 1944">(e) effect access and egress to and from the highway;</li><li data-bbox="868 1960 1334 2016">(f) create fuel storage and bunded facilities for the storage of materials</li></ul>

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	ancillary to the implementation of the authorised project; and
	<ul style="list-style-type: none"> <li>(g) access the underground electrical cables, cable ducts and jointing works and any other land used or to be used in connection with the installation and use of the underground electrical cables, cable ducts and jointing works, over the temporary secure area within the land, for purposes in connection with the installation and use of the underground electrical cables.</li> </ul>
	<p>3. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p>
	<ul style="list-style-type: none"> <li>(a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;</li> </ul>
	<ul style="list-style-type: none"> <li>(b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;</li> </ul>
	<ul style="list-style-type: none"> <li>(c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;</li> </ul>
	<ul style="list-style-type: none"> <li>(d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;</li> </ul>
	<ul style="list-style-type: none"> <li>(e) retain and maintain existing temporary permissive paths or lay</li> </ul>



<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	out temporary permissive paths for public use (if applicable);
	(f) effect access and egress to and from the highway;
	(g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
	(h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the exercise of the rights); and
	(i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.
	(j) “adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.
	4. A restrictive covenant over the land for the benefit of the remainder of the Order land to—
	(a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations, footings or other supportive structures thereto);
	(b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever

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	<p>without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);</p> <p>(c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the Order land;</p> <p>(d) prevent the planting or growing within the Order land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and</p> <p>(e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is reasonably foreseeable may interfere with the exercise of the other rights set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.</p>
Minor crossings inc. highway	1. The right to enter onto and remain on the land for the purposes of construction,

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
<p>Plots 02/11, 02/13, 02/16, 02/19, 03/06, 03/09, 03/10, 04/09, 04/11, 05/03, 05/07, 06/02, 06/04, 06/10, 07/03, 07/09, 08/05, 08/07, 08/15, 08/21, 09/11, 09/15, 10/01, 10/15, 11/03, 11/10, 11/13, 12/03, 12/05, 13/05, 13/09, 14/03, 14/04, 14/12, 14/26, 15/11, 16/05, 16/12, 17/05, 18/02, F<sup>9</sup>... 20/02, 20/06, 20/09, 20/19, 21/03, 22/03, 22/05, 23/03, 24/05, 24/16, 25/04, 26/12, 27/05, 27/10, 27/14, 28/02, 29/11, 30/09, 31/06, 31/08, 31/12, 32/04, 32/10, 33/09, 33/11, 33/15, 34/05, 34/06, 35/06, 35/15, 36/03, 37/11, 37/17, 37/19, 37/21, 38/07, 39/03, 41/05</p>	<p>installation, operation, maintenance and decommissioning of the authorised project and to—</p> <ul style="list-style-type: none"> <li>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of drilling and / or trenching;</li> <li>(b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</li> <li>(c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;</li> <li>(d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;</li> <li>(e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;</li> <li>(f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;</li> <li>(g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and cable ducts;</li> </ul>

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<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<ul style="list-style-type: none"> <li data-bbox="865 385 1353 510">(h) install and maintain cable marker posts to identify the location of the cables and cable ducts as required for routine integrity testing;</li> <li data-bbox="865 519 1353 609">(i) remove store and stockpile materials (including excavated material) within the Order land;</li> <li data-bbox="865 618 1353 1034">(j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);</li> <li data-bbox="865 1043 1353 1205">(k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);</li> <li data-bbox="865 1214 1353 1303">(l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;</li> <li data-bbox="865 1312 1353 1438">(m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);</li> <li data-bbox="865 1447 1353 1662">(n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables and cable ducts;</li> <li data-bbox="865 1671 1353 1760">(o) carry out environmental mitigation, remediation and enhancement works;</li> <li data-bbox="865 1769 1353 1953">(p) install, construct, use and remove temporary welfare facilities during any periods of maintenance, repair, replacement, renewal, upgrade and removal of the cables and cable ducts;</li> <li data-bbox="865 1962 1353 2036">(q) when the cables are temporarily unusable, to lay down, install,</li> </ul>

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
<p>Minor crossings inc. highway required to be undertaken by trenchless crossing</p> <p>Plots 08/10, 10/11, 12/10, 14/18, 19/05, 27/08, 28/08, 35/03, 35/09.</p>	<p>use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and</p> <p>(r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.</p> <hr/> <p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of horizontal drilling or other trenchless techniques;</p> <p>(b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</p> <p>(c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;</p> <p>(d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;</p> <p>(e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity</p>

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<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	and telecommunications along the cables and cable ducts;
	(f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
	(g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and cable ducts;
	(h) install and maintain cable marker posts to identify the location of the cables and cable ducts as required for routine integrity testing;
	(i) remove store and stockpile materials (including excavated material) within the Order land;
	(j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
	(k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
	(l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
	(m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
	(n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair,

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<p>replace, renew, upgrade, inspect or remove the cables and cable ducts;</p> <p>(o) carry out environmental mitigation, remediation and enhancement works;</p> <p>(p) install, construct, use and remove temporary welfare facilities during any periods of maintenance, repair, replacement, renewal, upgrade and removal of the cables and cable ducts;</p> <p>(q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and</p> <p>(r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project</p>
<p>Major crossings (railway, dual carriageway)</p> <p>Plots 10/04, 15/03, 15/04, 23/07, 24/10, 33/06, 37/02, 37/08, 37/20</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of horizontal drilling or other trenchless techniques;</p> <p>(b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</p> <p>(c) enter the land with or without machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;</p> <p>(d) retain and use the cables for the purposes of the transmission of</p>

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	telecommunications and electricity; and (e) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers).
Balancing pond works Plots 41/23, 41/24, 41/25	1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to— <ul style="list-style-type: none"> <li>(a) with or without vehicles, plant and equipment to enter the land to construct the authorised project and thereafter to use, retain, inspect, maintain, repair, alter, renew and replace or remove the authorised project;</li> <li>(b) with or without vehicles, plant and equipment to enter the land to construct or modify drainage apparatus, flood works, water attenuation works or other works, and to construct in, on, over or under the land drains, conduits or pipes to allow existing attenuation works to communicate with the authorised project;</li> <li>(c) with or without vehicles, plant and equipment to enter the land to fell, trim or lop trees and bushes which may obstruct or interfere with the rights exercised by the undertaker;</li> <li>(d) with or without vehicles, plant and equipment to enter the land to access any adjoining land for the purposes of the authorised project;</li> <li>(e) with or without vehicles, plant and equipment to enter the land to exercise the rights over and across any access route; and</li> <li>(f) to carry out any activities ancillary or incidental thereto.</li> </ul> 2. A restrictive covenant over the land for the benefit of the remainder of the Order land to—



<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<ul style="list-style-type: none"><li data-bbox="868 383 1345 633">(a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations, footings or other supportive structures thereto);</li><li data-bbox="868 645 1345 1025">(b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);</li><li data-bbox="868 1037 1345 1451">(c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the Order land;</li><li data-bbox="868 1462 1345 1971">(d) prevent the planting or growing within the Order land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and</li></ul>

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<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
<p>Connection into cable sealing ends 41/33</p>	<p>(e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is reasonably foreseeable may interfere with the exercise of the other rights set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.</p> <hr/> <p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <ul style="list-style-type: none"> <li>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of drilling and / or trenching or by over ground construction;</li> <li>(b) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove any apparatus necessary to connect the cables into cable sealing ends and to facilitate the connection to electrical apparatus;</li> <li>(c) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</li> <li>(d) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;</li> <li>(e) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing,</li> </ul>

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
	(f) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables, or use of the cable ducts and jointing works;
	(g) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
	(h) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;
	(i) install and maintain cable marker posts to identify the location of the cables, cable ducts and jointing works as required for routine integrity testing;
	(j) remove, store and stockpile materials (including excavated material) within the Order land;
	(k) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
	(l) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);

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<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<ul style="list-style-type: none"> <li>(m) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;</li> <li>(n) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);</li> <li>(o) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables, cable ducts and jointing works;</li> <li>(p) carry out environmental mitigation, remediation and enhancement works;</li> <li>(q) install, construct, use and remove temporary welfare facilities during any periods of construction, maintenance, repair, replacement, renewal, upgrade and removal of the cables, cable ducts and jointing works;</li> <li>(r) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and</li> <li>(s) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.</li> </ul>
	<p>2. The right to enter and remain on the land for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project, and to—</p> <ul style="list-style-type: none"> <li>(a) enter upon the land and to create temporary secure areas;</li> <li>(b) place equipment on the land, including portakabins and welfare equipment;</li> <li>(c) store plant, materials and equipment;</li> </ul>

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<ul style="list-style-type: none"><li>(d) create car parking sites, site offices, site areas for temporary security and welfare facilities;</li><li>(e) effect access and egress to and from the highway;</li><li>(f) create fuel storage and bunded facilities for the storage of materials ancillary to the implementation of the authorised project; and</li><li>(g) access the underground electrical cables, cable ducts and jointing works and any other land used or to be used in connection with the installation and use of the underground electrical cables, cable ducts and jointing works, over the temporary secure area within the land, for purposes in connection with the installation and use of the underground electrical cables.</li></ul>
	<p>3. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p>
	<ul style="list-style-type: none"><li>(a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;</li><li>(b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;</li><li>(c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;</li></ul>

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<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<ul style="list-style-type: none"> <li>(d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;</li> <li>(e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);</li> <li>(f) effect access and egress to and from the highway;</li> <li>(g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;</li> <li>(h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the exercise of the rights); and</li> <li>(i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.</li> </ul> <p>“adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.</p>
<p>Overhead line alterations</p> <p>40/26, 40/27, 40/31, 40/33a, 41/01a, 41/28, 41/30b, 41/30c, 41/30d, 41/40</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and—</p> <ul style="list-style-type: none"> <li>(a) to enter the land with or without vehicles plant and equipment to erect the electric lines and thereafter retain, inspect, maintain, repair, alter, renew,</li> </ul>

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	replace and remove the overhead lines;
	(b) with or without vehicles, plant and equipment and in a proper and woodman like manner to fell, trim or lop all trees and bushes on the land which obstruct or interfere with the exercise of the undertaker's rights;
	(c) enter the land to access any adjoining land;
	(d) to use the overhead lines.
	2. A restrictive covenant over the land for the benefit of the remainder of the Order land to—
	(a) not do or suffer to be done anything upon the land which may in any way interfere with, damage or cause injury to the overhead lines or interfere with or obstruct access thereto or use thereof, and to take all reasonable precautions to prevent such interference, obstruction, damage or injury;
	(b) not erect any building or structure (whether temporary or permanent) or plant or allow to grow any plant or tree on the land within 5.3 metres of any conductors when they are at a maximum temperature and/or swing;
	(c) not erect any building or structure (whether temporary or permanent) or plant or allow any plant or tree within or under any towers or within 5 metres of the outer edge of each of the foundations of any towers without the written consent of the undertaker (such consent not to be unreasonably withheld or delayed and which consent may be granted subject to reasonable conditions);
	(d) not store or place within or under any towers or within 5 metres of the outer edge of the foundations of any towers any goods or materials whatsoever without the written consent of the undertaker (such consent not to be unreasonably withheld or delayed and which consent may be granted subject to reasonable conditions);

(1) Number of land shown on land plan	(2) Purpose for which rights may be acquired
	<p>(e) not raise the level of the surface of the land so as to make the distance between the level of the ground and the lowest conductor at any point of the span less than 7.6 metres; and</p> <p>(f) not carry out any works or excavations on the land or otherwise which may endanger the stability, safety and integrity of the overhead lines.</p>

**Textual Amendments**

- F9** Word in Sch. 6 omitted (7.9.2022) by virtue of [The Norfolk Vanguard Offshore Wind Farm \(Corrections\) Order 2022 \(S.I. 2022/944\)](#), art. 1(2), [Sch.](#)

## SCHEDULE 7

Article 20

Modification of compensation and compulsory purchase enactments for creation of new rights

*Compensation enactments*

**1.** The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

**Commencement Information**

- 187** Sch. 7 para. 1 in force at 5.3.2022, see [art. 1](#)

**2.—(1)** Without prejudice to the generality of paragraph 1, the Land Compensation Act 1973<sup>(46)</sup> has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4—

- (a) for the words “land is acquired or taken” there is substituted the words “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for the words “acquired or taken from him” there is substituted the words “over which the right is exercisable or the restrictive covenant enforceable”.

<sup>(46)</sup> 1973 c. 26.



**Commencement Information**

**188** Sch. 7 para. 2 in force at 5.3.2022, see [art. 1](#)

**3.**—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

“**5A.** If—

- (a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) (powers of entry) of the 1965 Act (as modified by paragraph 8 of Schedule 7 to the Norfolk Vanguard Offshore Wind Farm Order 2022);
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 6 of Schedule 7 to the Norfolk Vanguard Offshore Wind Farm Order 2022) to acquire an interest in the land; and
- (c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right.”.

**Commencement Information**

**189** Sch. 7 para. 3 in force at 5.3.2022, see [art. 1](#)

*Application of the 1965 Act*

**4.**—(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired or the restriction imposed or to be imposed; or
- (b) the land over which the right is or is to be exercisable, or the restriction is to be enforceable.

(2) Without prejudice to the generality of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right or, in relation to the imposition of a restrictive, with the modifications specified in the following provisions of this Schedule.

**Commencement Information**

**190** Sch. 7 para. 4 in force at 5.3.2022, see [art. 1](#)

**5.** For section 7 of the 1965 Act (measure of compensation in case of severance) there is substituted the following section—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act”.

#### Commencement Information

**I91** Sch. 7 para. 5 in force at 5.3.2022, see [art. 1](#)

6. Section 8(1) of the Compulsory Purchase Act 1965 has effect as if references to acquiring land were to acquiring a right in the land, and Schedule 2A to that Act is to be read as if, for that Schedule, there were substituted—

#### “SCHEDULE 2A

#### Counter-Notice Requiring Purchase of Land

##### Introduction

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 22 (application of the 1981 Act) of the Norfolk Vanguard Offshore Wind Farm Order 2022 in respect of land to which the notice to treat relates.

(2) But see article 24(3) (acquisition of subsoil or airspace only) of the Norfolk Vanguard Offshore Wind Farm Order 2022, which excludes acquisition of subsoil or airspace only from this Schedule.

2. In this Schedule “house” includes any park or garden belonging to a house.

##### Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the undertaker to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

##### Response to counter-notice

5. On receiving a counter-notice the undertaker must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

6. The undertaker must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the undertaker decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the undertaker does not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the undertaker serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

### **Determination by Upper Tribunal**

10. On a referral under paragraph 7 the Upper Tribunal must determine whether the acquisition of the right would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right,
- (b) the proposed use of the right, and
- (c) if the right is proposed to be acquired for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right would have either of the consequences described in paragraph 10 it must determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the undertaker ought to be required to take some or all of the house, building or factory the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the undertaker ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the undertaker withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”

### **Commencement Information**

**I92** Sch. 7 para. 6 in force at 5.3.2022, see [art. 1](#)

7. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are so modified as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

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**Commencement Information**

**I93** Sch. 7 para. 7 in force at 5.3.2022, see [art. 1](#)

**8.** Section 11 of the 1965 Act (powers of entry) is so modified as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 18), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A (powers of entry: further notices of entry), 11B (counter-notice requiring possession to be taken on specified date), 12 (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

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**Commencement Information**

**I94** Sch. 7 para. 8 in force at 5.3.2022, see [art. 1](#)

**9.** Section 20 of the 1965 Act (tenants at will, etc.) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

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**Commencement Information**

**I95** Sch. 7 para. 9 in force at 5.3.2022, see [art. 1](#)

**10.** Section 22 of the 1965 Act (interests omitted from purchase) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

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**Commencement Information**

**I96** Sch. 7 para. 10 in force at 5.3.2022, see [art. 1](#)

## SCHEDULE 8

Article 26

## Land of which temporary possession may be taken

**Commencement Information****I97** Sch. 8 in force at 5.3.2022, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
District of North Norfolk	01/07, 01/08, 01/09, 01/10, 01/11, 02/01, 02/02	Facilitating construction and carrying out the authorised project; construction compounds for carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 4B, 4C and 5
District of North Norfolk	01/01, 01/02, 01/03, 01/04, 01/05, 01/06, 01/13, 01/17, 01/18, 01/19, 01/20, 02/03, 02/04, 02/05, 02/09, 02/11, 02/12, 02/13, 02/14, 02/16, 02/18, 02/19, 02/21, 02/22, 02/23, 03/01, 03/02, 03/04, 03/05, 03/06, 03/07, 03/08, 03/09, 03/10, 03/11, 03/13, 04/01, 04/02, 04/03, 04/05, 04/08, 04/09, 04/10, 04/11, 04/12, 05/01, 05/03, 05/04, 05/06, 05/07, 05/08, 05/10, 06/01, 06/02, 06/03, 06/04, 06/05, 06/10, 06/14, 07/01, 07/03, 07/04, 07/06, 07/09, 07/10, 08/02, 08/05, 08/07, 08/08, 08/10, 08/13, 08/15, 08/17, 08/19, 08/20, 08/21, 08/23, 09/03, 09/07, 09/08, 09/11, 09/12, 09/15, 09/16, 10/01, 10/02, 10/04, 10/05, 10/11, 10/14, 10/15, 10/16, 10/17, 11/01, 11/03, 11/05, 11/06, 11/09, 11/10, 11/12, 11/13,	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 4A, 4B, 4C and 5

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<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
	11/14, 12/02, 12/03, 12/04, 12/05, 12/06, 12/10, 13/02, 13/05, 13/08, 13/09, 13/10, 13/11, 13/13, 14/02, 14/03, 14/04, 14/05		
District of North Norfolk	01/14, 01/15, 01/16, 02/06, 02/07, 02/08, 02/10, 02/15, 02/17, 02/20, 03/03, 03/12, 04/04, 05/02, 05/05, 05/09, 05/11, 06/06, 06/08, 06/09, 06/11, 06/13, 07/02, 07/05, 07/07, 07/08, 07/12, 08/03, 08/04, 08/06, 08/12, 09/06, 09/09, 09/10, 09/13, 09/14, 10/07, 10/08, 10/09, 10/10, 11/02, 11/04, 11/07, 11/08, 11/11, 11/15, 12/01, 12/07, 12/09, 13/01, 13/04, 13/06, 13/07, 13/12, 14/01, 14/06	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 4B, 4C, 5 and 6
District of North Norfolk	04/06, 04/07, 09/05, 10/12	09/04, Facilitating construction and mobilisation zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 4C and 5
District of North Norfolk	06/07, 07/11, 08/01, 08/07, 08/09, 08/11, 08/14, 08/16, 08/18, 08/22, 08/24, 09/01, 09/02, 10/03, 10/06, 10/13, 12/08, 12/11, 13/03	Facilitating construction and carrying out Work No. 5; trenchless crossing zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work No. 5
District of North Norfolk	06/12	Facilitating construction and carrying out Work No. 5; mobilisation zone and trenchless crossing zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work No. 5

<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
Districts of North Norfolk and Broadland	14/07	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 5 and 6
Districts of North Norfolk and Broadland	14/08	Facilitating construction and carrying out Work Nos. 5 and 6; trenchless crossing zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 5 and 6
District Broadland	14/09, 14/12, 14/15, 14/18, 14/20, 14/26, 14/27, 15/02, 15/03, 15/04, 15/05, 15/07, 15/11, 15/13, 15/15, 16/03, 16/05, 16/08, 16/09, 16/10, 16/12, 16/13, 17/01, 17/02, 17/03, 17/04, 17/05, 17/07, 18/01, 18/02, 18/04, 18/05, 18/08, 18/13, 18/14, 19/04,, 19/07, 20/01, 20/02, 20/03, 20/06, 20/07, 20/09, 20/10, 20/17, 20/19, 20/20, 21/01, 21/03, 21/08, 22/01, 22/03, 22/04, 22/05, 22/06, 22/07, 22/12, 22/13, 22/14, 22/15, 23/01, 23/03, 23/05, 23/06, 23/07, 23/08, 23/09, 23/11, 23/13, 23/14, 24/01, 24/04, 24/05, 24/08, 24/10, 24/11, 24/16, 24/19, 25/02, 25/04, 25/06, 25/07, 26/01	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work No. 6
District Broadland	14/10, 14/21, 14/23, 14/25, 14/28, 15/01, 15/06, 15/09, 21/10, 21/11, 21/17, 23/04, 23/10, 23/12, 24/09, 24/12	Facilitating construction and carrying out Work No. 6; trenchless crossing zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work No. 6

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(1) Area	(2) Number of land shown on land plan	(3) Purpose for which temporary possession may be taken	(4) Part of the authorised project
District Broadland	of 14/11, 14/13, 14/16, 14/19, 14/22, 14/24, 15/08, 15/10, 15/12, 15/14, 16/01, 16/02, 16/04, 16/06, 16/07, 16/11, 16/14, 17/06, 18/06, 18/07, 18/09, 18/10, 18/11, 18/12, 19/01, 19/02, 19/03, 19/06, 19/08, 19/09, 20/04, 20/05, 20/08, 20/11, 20/12, 20/13, 20/14, 20/15, 20/16, 20/18, 21/04, 21/05, 21/07, 21/09, 21/12, 21/13, 21/14, 21/15, 21/16, 22/02, 22/08, 22/09, 22/10, 22/11, 22/16, 23/02, 24/02, 24/03, 24/06, 24/07, 24/13, 24/14, 24/15, 24/17, 24/18, 25/01, 25/03, 25/05, 26/02, 26/04	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 5, 6 and 7
District Broadland	of 14/14, 19/05	Facilitating construction and carrying out Work No. 6; mobilisation zone and trenchless crossing zone for construction, laydown, and carrying out the authorised project; access for carrying out the authorised project.	Work No. 6
District Broadland	of 18/03, 20/21, 21/02, 21/06	Facilitating construction and carrying out Work No. 6; mobilisation zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work No. 6
District Broadland	of 18/15, 18/16	Temporary storage site; worksites for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 5, 6, 7



<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
Districts of Broadland and Breckland	26/03	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 6 and 7.
District Breckland	of 26/05, 26/06, 26/08, 26/10, 26/11, 26/13, 27/02, 27/04, 27/06, 27/13, 28/04, 28/05, 29/05, 29/07, 29/09, 29/10, 29/12, 30/02, 30/03, 30/04, 30/05, 30/06, 30/10, 30/11, 31/02, 31/03, 31/04, 31/05, 32/02, 32/03, 32/06, 32/09, 32/12, 32/13, 32/14, 32/15, 33/02, 33/03, 33/04, 33/12, 34/03, 34/04, 34/08, 34/09, 34/10, 34/11, 34/13, 35/11, 35/12, 36/02, 36/05, 36/06, 36/08, 36/09, 36/10, 36/11, 36/14, 36/15, 36/16, 36/17, 36/21, 37/05, 37/13, 37/14, 38/02, 38/03, 38/05, 38/06, 38/08, 41/08, 41/10, 41/11, 41/13, 41/16, 41/22, 39/07, 40/02, 40/03	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 6, 7
District Breckland	of 26/07, 26/09, 26/12, 26/14, 26/15, 27/01, 27/05, 27/07, 27/08, 27/09, 27/10, 27/11, 27/14, 27/15, 27/16, 28/01, 28/02, 28/03, 28/08, 29/02, 29/08, 29/11, 29/13, 30/01, 30/07, 30/08, 30/09, 30/12, 31/01, 31/06, 31/07, 31/08, 31/09, 31/11, 31/12, 31/13, 32/01, 32/04, 32/05, 32/07, 32/08, 32/10, 32/11, 33/01, 33/06, 33/08, 33/09, 33/11,	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

(1) Area	(2) Number of land shown on land plan	(3) Purpose for which temporary possession may be taken	(4) Part of the authorised project
	33/14, 33/15, 33/16, 34/01, 34/05, 34/06, 34/07, 35/01, 35/03, 35/04, 35/05, 35/06, 35/07, 35/09, 35/13, 35/15, 35/16, 36/01, 36/03, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/01, 37/02, 37/07, 37/08, 37/09, 37/11, 37/16, 37/17, 37/18, 37/19, 37/20, 37/21, 37/22, 38/01, 38/04, 38/07, 38/09, 39/10, 40/11, 40/14, 40/20, 40/23, 41/03, 41/14, 41/15, 38/11, 38/12, 39/01, 39/02, 39/03, 39/04, 39/05, 39/06, 39/09, 39/12, 39/13, 39/15, 39/16, 40/01, 40/04, 40/12, 41/05		
District Breckland	of 27/03, 27/12, 31/10, 33/17, 34/02, 37/04, 37/12, 37/15	Facilitating construction and carrying out Work Nos. 7; mobilisation zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7
District Breckland	of 27/08, 28/06, 28/07, 28/09, 28/10, 29/01, 29/03, 29/04, 29/06, 33/05, 33/07, 33/09, 33/10, 33/13, 34/12, 35/02, 35/08, 35/10, 35/14, 36/19, 37/10	Facilitating construction and carrying out Work Nos. 7; trenchless crossing zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7
District Breckland	of 37/03, 37/06	Facilitating construction and carrying out Work Nos. 7; mobilisation zone and trenchless crossing zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7
District Breckland	of 40/16	Construction compound; worksites for construction and laydown and carrying out the	Work Nos. 7, 8A, 8B, 9 and 12

<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
		authorised project; access for carrying out the authorised project.	
District Breckland	of 40/26, 40/26a, 40/27a, 40/28, 40/31a, 40/32, 40/33a, 40/33b, 41/01a, 41/01b, 41/07, 41/09, 41/17, 41/18, 41/27, 41/28, 41/30, 41/30b, 41/30c, 41/30d, 41/30e, 41/30f, 41/39, 41/40, 41/40a, 41/41, 41/42, 41/43, 41/44, 41/45, 41/46, 41/47, 41/48, 42/04	40/27, Facilitating construction and carrying out the authorised project and works to the National Grid overhead lines; worksites for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7, 8A, 8B, 9, 10A, 10B, 10C, 11, 11A and 12
District Breckland	of 41/07, 41/09, 41/18	41/17, Construction compound and carrying out the authorised project; worksites for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 9, 10A, 10B, 10C, 11 and 12
District Breckland	of 41/12, 42/05, 42/06	Facilitation construction and carrying out Work No. 12; worksites for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 10C and 12
District Breckland	of 41/23, 41/24, 41/25	Facilitating construction and carrying out Work No. 10B; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 8B, 9, 10A, 10B, 10C, 11, 11A and 12
District Breckland	of 41/33	Facilitating construction and carrying out Work No. 11 and Work No. 11A; carrying out the authorised project; access for carrying out the authorised project.	Work No. 11, and Work No. 11A
District Breckland	of 42/02, 42/03	Facilitating construction and carrying out Work No. 12; worksites for construction and laydown and carrying out the authorised project; park and	Work Nos. 8A, 8B, 9 and 12

<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
		ride offload area for substation construction; access for carrying out the authorised project.	

## SCHEDULE 9

Article 32

## Deemed Licence under the 2009 Act – Generation Assets (Licence 1 – Phase 1)

## PART 1

## Interpretation

## 1. In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017<sup>(47)</sup>;

“accommodation platform” means a fixed structure providing offshore accommodation for personnel

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work No. 1 described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order;

<sup>(47)</sup> S.I. 2017/1013.

“draught height” means the distance between the lowest point of the rotating blade of the wind turbine generator and MHWS;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“gravity base system” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

“in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Vanguard Southern North Sea Special area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

“jacket foundation” means a steel jacket/ lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 2 (generation)” means the licence set out in Schedule 10 (deemed licence under the 2009 Act – generation assets (licence 2 – phase 2));

“licensed activities” means the activities specified in Part 3 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable, and any component part of any wind turbine generator, offshore electrical substation, accommodation platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“marker buoy” means any floating device used for marker or navigation purposes, including LIDAR buoys and wave buoys;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“measurement buoy” means any floating device used for measurement purposes, including LIDAR buoys and wave buoys;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Norfolk Vanguard East” means the eastern area located in the offshore Order limits within which wind turbine generators will be situated;

“Norfolk Vanguard West” means the western area located in the offshore Order limits within which wind turbine generators will be situated;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Vanguard Offshore Wind Farm Order 2022;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline marine traffic monitoring strategy” means the document certified as the outline marine traffic monitoring strategy by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of this Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“relevant site” means a European offshore marine site or a European site as defined in the 2017 Regulations;

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement.

“single offshore phase” means carrying out all offshore works as a single construction operation;

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Norfolk Vanguard Limited (Company No. 08141115) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, rotor with up to three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include corrosion protection systems, helicopter landing facilities and other associated equipment, fixed to a foundation; and

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

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**Commencement Information**

**I98** Sch. 9 Pt. 1 para. 1 in force at 5.3.2022, see [art. 1](#)

2. A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

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**Commencement Information**

**I99** Sch. 9 Pt. 1 para. 2 in force at 5.3.2022, see [art. 1](#)

3. Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT); and
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

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**Commencement Information**

**I100** Sch. 9 Pt. 1 para. 3 in force at 5.3.2022, see [art. 1](#)

4. Except where otherwise notified in writing by the relevant organisation, the primary points of contact with the organisations listed below and the addresses for returns and correspondence are—

- (a) Marine Management Organisation
  - Marine Licensing
  - Lancaster House
  - Hampshire Court
  - Newcastle Business Park
  - Newcastle upon Tyne
  - NE4 7YH
  - Tel: 0300 123 1032;
- (b) Marine Management Organisation (local office)
  - Lowestoft Office

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 573 149;

(c) Trinity House

Tower Hill

London

EC3N 4DH

Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset

TA1 2DN

Tel: 01823 337 900;

(e) Maritime and Coastguard Agency

Navigation Safety Branch

Bay 2/20, Spring Place

105 Commercial Road

Southampton

SO15 1EG

Tel: 020 3817 2426;

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244;

(g) Natural England

Area 1C, Nobel House

17 Smith Square

London

SW1P 2AL

Tel: 0300 060 4911;

(h) Historic England

Cannon Bridge

House 25

Dowgate Hill



London  
EC4R 2YA  
Tel: 020 7973 3700

**Commencement Information**

**I101** Sch. 9 Pt. 1 para. 4 in force at 5.3.2022, see [art. 1](#)

## PART 2

### Licensed Marine Activities – General

1. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes), and the completion of such programme has been confirmed by the Secretary of State in writing.

**Commencement Information**

**I102** Sch. 9 Pt. 2 para. 1 in force at 5.3.2022, see [art. 1](#)

2. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).

**Commencement Information**

**I103** Sch. 9 Pt. 2 para. 2 in force at 5.3.2022, see [art. 1](#)

3. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

**Commencement Information**

**I104** Sch. 9 Pt. 2 para. 3 in force at 5.3.2022, see [art. 1](#)

4. Any amendments to or variations from the approved plans, protocols or statements must be minor or immaterial and it must be demonstrated to the satisfaction of the MMO that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

**Commencement Information**

**I105** Sch. 9 Pt. 2 para. 4 in force at 5.3.2022, see [art. 1](#)

5. The substances or articles authorised for deposit at sea are—

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

- (a) iron and steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete;
- (d) sand and gravel;
- (e) plastic and synthetic;
- (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works; and
- (g) marine coatings, other chemicals and timber.

**Commencement Information**

**I106** Sch. 9 Pt. 2 para. 5 in force at 5.3.2022, see [art. 1](#)

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 55' 0.308" N	3° 4' 42.589" E	6	53° 2' 36.817" N	2° 34' 16.309" E
2	52° 49' 53.975" N	3° 5' 22.789" E	7	52° 49' 38.834" N	2° 34' 15.809" E
3	52° 46' 19.050" N	3° 2' 16.682" E	8	52° 48' 47.472" N	2° 33' 28.343" E
4	52° 45' 2° 45' 33.989" 10.584" N E		9	52° 48' 3.133" N	2° 26' 37.427" E
5	52° 51' 2° 45' 34.220" 41.636" N E		10	52° 56' 9.089" N	2° 18' 33.231" E

**Commencement Information**

**I107** Sch. 9 Pt. 2 para. 6 in force at 5.3.2022, see [art. 1](#)

### PART 3

#### Details of Licensed Marine Activities

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;

- (d) the disposal of up to 37,736,390m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references HU215 and HU216 within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 36,000,000 m<sup>3</sup> for cable and fibre optic cable installation;
  - (ii) 1,648,824 m<sup>3</sup> for the wind turbine generators;
  - (iii) 75,000 m<sup>3</sup> for the accommodation platform; and
  - (iv) 12,566 m<sup>3</sup> for the meteorological masts;
- (e) the removal of static fishing equipment; and
- (f) the disposal of drill arisings in connection with any foundation drilling up to 400,624 m<sup>3</sup>

**Commencement Information**

**I108** Sch. 9 Pt. 3 para. 1 in force at 5.3.2022, see [art. 1](#)

2.—(1) Such activities are authorised in relation to the construction, maintenance and operation of Work No. 1 (phase 1)—

- (a) an offshore wind turbine generating station with an electrical export capacity of up to 1,800 MW at the point of connection to the offshore electrical platform(s) referred to at Work No. 2 comprising up to 158 wind turbine generators each fixed to the seabed by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson), or gravity base fitted with rotating blades and situated within the area shown on the works plan and further comprising (b) to (e) below;
- (b) up to two accommodation platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;
- (c) up to two meteorological masts fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson) or gravity base;
- (d) up to two LIDAR measurement buoys fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled) or floating and up to two wave measurement buoys fixed to the seabed within the area shown on the works plan by one foundation type (floating); and
- (e) a network of subsea array cables and fibre optic cables within the area shown on the works plan between the wind turbine generators, and between the wind turbine generators and Work No.2 including one or more offshore cable crossings.

(2) In connection with Work No. 1 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence including:

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

- (c) the removal of material from the seabed required for the construction of Work No. 1 and the disposal of up to 37,736,390 cubic metres of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits; and
  - (d) removal of static fishing equipment;
- (3) In connection with such Work No. 1, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—
- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
  - (b) beacons, fenders and other navigational warning or ship impact protection works.

**Commencement Information**  
**I109** Sch. 9 Pt. 3 para. 2 in force at 5.3.2022, see [art. 1](#)

## PART 4

### Conditions

**Design parameters**

- 1.—(1) Subject to paragraph (2), each wind turbine generator forming part of the authorised scheme must not—
- (a) exceed a height of 350 metres when measured from HAT to the tip of the vertical blade;
  - (b) exceed a height of 198.5 metres to the height of the centreline of the generator shaft forming part of the hub when measured from HAT;
  - (c) exceed a rotor diameter of 303 metres;
  - (d) be less than 800 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 800 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind); or
  - (e) have a draught height which is less than the minimum draught height specified for the relevant wind turbine generator capacity in the table below—

<i>Wind Turbine Generator Capacity</i>	<i>Minimum draught height</i>
Up to and including 14.6MW	35m from MHWS
14.7MW and above	30m from MHWS

- (2) References to the location of a wind turbine generator in paragraph (1) above are references to the centre point of that turbine.
- (3) The total number of wind turbine generators must not exceed 158 and must be configured such that at any time—
- (a) no more than two-thirds of the total number of wind turbine generators (rounded to the nearest whole number) must be located in Norfolk Vanguard West; and

- (b) no more than one-half of the total number of wind turbine generators (rounded to the nearest whole number) must be located in Norfolk Vanguard East.

**Commencement Information**

**I110** Sch. 9 Pt. 4 para. 1 in force at 5.3.2022, see [art. 1](#)

2.—(1) The dimensions of any accommodation platform forming part of the authorised scheme must not exceed 100 metres in height when measured from HAT, 90 metres in length and 60 metres in width.

- (2) Each meteorological mast must not exceed a height of 200 metres above HAT.  
 (3) Each meteorological mast must not have more than one supporting foundation.

**Commencement Information**

**I111** Sch. 9 Pt. 4 para. 2 in force at 5.3.2022, see [art. 1](#)

3. The total length of the cables and the area and volume of their cable protection must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>2</sup> and m<sup>3</sup>)</i>
Work No. 1(e) (array)	600 kilometres	389,000m <sup>2</sup> 198,500 m <sup>3</sup>

**Commencement Information**

**I112** Sch. 9 Pt. 4 para. 3 in force at 5.3.2022, see [art. 1](#)

- 4.—(1) In relation to a wind turbine generator, each foundation using piles must not have—
- (a) more than four driven piles;
  - (b) in the case of single pile structures, a pile diameter which is more than 15 metres; or
  - (c) in the case of two or more pile structures, have a pile diameter which is more than five metres.
- (2) In relation to a wind turbine generator, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 1,963 m<sup>2</sup>.

**Commencement Information**

**I113** Sch. 9 Pt. 4 para. 4 in force at 5.3.2022, see [art. 1](#)

- 5.—(1) In relation to a meteorological mast, each foundation using piles must not have—
- (a) more than four driven piles;
  - (b) in the case of single pile structures, a pile diameter which is more than 10 metres; or
  - (c) in the case of two or more pile structures, have a pile diameter which is more than three metres.

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

(2) In relation to a meteorological mast, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 314 m<sup>2</sup>.

**Commencement Information**

**I114** Sch. 9 Pt. 4 para. 5 in force at 5.3.2022, see [art. 1](#)

6.—(1) In relation to an accommodation platform, each foundation using piles must not have—  
 (a) more than six driven piles; or  
 (b) a pile diameter which is more than three metres.

(2) In relation to an accommodation platform, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 7,500 m<sup>2</sup>.

**Commencement Information**

**I115** Sch. 9 Pt. 4 para. 6 in force at 5.3.2022, see [art. 1](#)

7.—(1) In relation to any LIDAR measurement buoys, each foundation using piles must not have a pile diameter of greater than 10 metres.

(2) In relation to any LIDAR measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 79m<sup>2</sup> per buoy and 157 m<sup>2</sup> in total.

(3) In relation to any wave measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 150m<sup>2</sup> per buoy and 300 m<sup>2</sup> in total.

**Commencement Information**

**I116** Sch. 9 para. 7 in force at 5.3.2022, see [art. 1](#)

**Commencement Information**

- I110** Sch. 9 Pt. 4 para. 1 in force at 5.3.2022, see [art. 1](#)
- I111** Sch. 9 Pt. 4 para. 2 in force at 5.3.2022, see [art. 1](#)
- I112** Sch. 9 Pt. 4 para. 3 in force at 5.3.2022, see [art. 1](#)
- I113** Sch. 9 Pt. 4 para. 4 in force at 5.3.2022, see [art. 1](#)
- I114** Sch. 9 Pt. 4 para. 5 in force at 5.3.2022, see [art. 1](#)
- I115** Sch. 9 Pt. 4 para. 6 in force at 5.3.2022, see [art. 1](#)
- I116** Sch. 9 para. 7 in force at 5.3.2022, see [art. 1](#)

**Phasing of the authorised scheme**

8.—(1) Taken together with works authorised and proposed to be constructed pursuant to licence 2 (generation)—

- (a) the total electrical export capacity of the authorised scheme must not exceed 1,800MW at the point of connection to the offshore electrical platform(s);
- (b) the total number of wind turbine generators forming part of the authorised scheme must not exceed 158;

- (c) the total number of accommodation platforms forming part of the authorised scheme must not exceed two;
  - (d) the total number of meteorological masts forming part of the authorised scheme must not exceed two;
  - (e) the total number of LIDAR measurement buoys forming part of the authorised scheme must not exceed two;
  - (f) the total number of wave measurement buoys forming part of the authorised scheme must not exceed two;
  - (g) the total amount of scour protection for the wind turbine generators, accommodation platform(s), meteorological masts and measurement buoys forming part of the authorised scheme must not exceed 5,176,703m<sup>2</sup> and 25,883,515 m<sup>3</sup>;
  - (h) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 37,736,390 m<sup>3</sup>;
  - (i) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 400,624 m<sup>3</sup>; and
  - (j) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 3 of this licence.
- (2) Prior to the commencement of the authorised scheme the undertaker must give notice to the MMO detailing—
- (a) whether the authorised scheme will be constructed—
    - (i) in a single offshore phase under this licence; or
    - (ii) in two offshore phases under this licence and licence 2 (generation); and
  - (b) where the authorised scheme will be constructed in two offshore phases—
    - (i) prior to the commencement of phase 1, the total number of wind turbine generators accommodation platforms, meteorological masts, LIDAR measurement buoys and wave measurement buoys to be constructed in that phase; and
    - (ii) prior to the commencement of phase 2, the total number of wind turbine generators accommodation platforms, meteorological masts, LIDAR measurement buoys and wave measurement buoys to be constructed in that phase.

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**Commencement Information**

I117 Sch. 9 para. 8 in force at 5.3.2022, see [art. 1](#)

**Notifications and inspections**

- 9.—(1) The undertaker must ensure that—
- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
    - (i) all agents and contractors notified to the MMO in accordance with condition 17; and
    - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 17; and
  - (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 17 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

- (a) the undertaker's registered address;
- (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
- (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—

- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
- (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities,

and confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 1 (wind turbine generators or other offshore construction activities including array cables and fibre optic cables) and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 14(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners by issuing a notice to mariners



and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within five days.

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**Commencement Information**

**I118** Sch. 9 para. 9 in force at 5.3.2022, see [art. 1](#)

**Aids to navigation**

**10.**—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 14(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 9(11) and condition 9(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

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**Commencement Information**

**I119** Sch. 9 para. 10 in force at 5.3.2022, see [art. 1](#)

**Colouring of structures**

**11.**—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

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**Commencement Information**

**I120** Sch. 9 para. 11 in force at 5.3.2022, see [art. 1](#)

**Chemicals, drilling and debris**

12.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme, including any chemical agents placed within any monopile void, must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002(48) (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site references HU215 and HU216 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

**Commencement Information**

**I121** Sch. 9 para. 12 in force at 5.3.2022, see [art. 1](#)

## Force majeure

13.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence, whether within or outside of the Order limits, because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

### Commencement Information

I122 Sch. 9 para. 13 in force at 5.3.2022, see [art. 1](#)

## Pre-construction plans and documentation

14.—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—
  - (i) the proposed location and choice of foundation of all wind turbine generators, offshore electrical platforms, accommodation platforms and meteorological masts;
  - (ii) the height to the tip of the vertical blade of all wind turbine generators;
  - (iii) the height to the centreline of the generator shaft forming part of the hub of all wind turbine generators;
  - (iv) the rotor diameter and spacing of all wind turbine generators;
  - (v) the height of all lattice towers forming part of all meteorological masts;
  - (vi) the height, length and width of all accommodation platforms;
  - (vii) the dimensions of all foundations;
  - (viii) the length and arrangement of all cables (including fibre optic cables) comprising Work No. 1(e);
  - (ix) the proposed layout of all wind turbine generators (in accordance with the recommendations for layout contained in MGN543 and its annexes), accommodation platforms and meteorological masts including any exclusion zones identified under sub-paragraph (1)(h)(iv);
  - (x) a plan showing the indicative layout of all wind turbine generators, accommodation platforms and meteorological masts including all exclusion zones (insofar as not shown in (ix) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv);
  - (xi) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i); and
  - (xii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, offshore electrical platform, substation and meteorological mast.

to ensure conformity with the description of Work No. 1 and compliance with conditions 1 to 8 above.

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
- (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 17, 18, 19 and 20; and
  - (iv) an indicative written construction programme for all wind turbine generators accommodation platforms, meteorological masts, measurement buoys and cables (including fibre optic cables) comprised in the works in Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—
- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
  - (bb) at least four months prior to construction, detail on construction monitoring; and
  - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
- unless otherwise agreed in writing with the MMO.
- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
- (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works, and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
  - (ii) soft start procedures with specified duration periods;
  - (iii) cable (including fibre optic cable) installation
  - (iv) contractors;
  - (v) vessels, vessels maintenance and vessels transit corridors; and
  - (vi) associated and ancillary works.
- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer;
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 9 and to address the interaction of the licensed activities with fishing activities; and

- (vi) procedures to be followed within vessels transit corridors to minimise disturbance to red-throated diver during operation and maintenance activities.
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub-paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) In the event that piled foundations are proposed to be used, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A cable specification, installation and monitoring plan, to include—
  - (i) technical specification of offshore cables (including fibre optic cables) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cables) laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
  - (iii) proposals for monitoring offshore cables (including fibre optic cables) including cable protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables.
- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean low water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—
  - (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.

- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 18(2)(a) and in accordance with the offshore in principle monitoring plan.
- (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
- (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 10 for the lifetime of the authorised scheme.
- (l) In relation to ornithological monitoring—
  - (i) a plan setting out the aims, objectives and timing for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) at least four months prior to the first pre-construction survey (as referred to in condition 14(1)(b)(aa)), and
  - (ii) an ornithological monitoring plan setting out the methods for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) in accordance with the details and timescales approved pursuant to the plan referred to in sub-paragraph (i).
- (m) In the event that piled foundations are proposed to be used, at least six months prior to commencement of licensed activities, a site integrity plan which accords with the principles set out in the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan, and which the MMO is satisfied would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.

(3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed 5,000kJ.

#### **Commencement Information**

**I123** Sch. 9 para. 14 in force at 5.3.2022, see [art. 1](#)

**15.**—(1) Any archaeological reports produced in accordance with condition 14(h)(iii) must be agreed with the MMO in consultation with the statutory historic body.

(2) The design plan required by condition 14(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 14 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 14.

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 14 as soon as practicable and in any event within a period of four months commencing on the date the application is received by the MMO.

(6) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 14, unless otherwise agreed in writing by the MMO.

(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

**Commencement Information**

I124 Sch. 9 para. 15 in force at 5.3.2022, see [art. 1](#)

**Commencement Information**

I123 Sch. 9 para. 14 in force at 5.3.2022, see [art. 1](#)

I124 Sch. 9 para. 15 in force at 5.3.2022, see [art. 1](#)

**Post-construction plans and documents**

16. The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MCA and UKHO.

**Commencement Information**

I125 Sch. 9 para. 16 in force at 5.3.2022, see [art. 1](#)

**Reporting of engaged agents, contractors and vessels**

17.—(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

**Commencement Information**

I126 Sch. 9 para. 17 in force at 5.3.2022, see [art. 1](#)

### Pre-construction monitoring and surveys

**18.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) appropriate surveys to determine the location and extent of any benthic communities/ benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works;
- (b) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works;
- (c) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l); and
- (d) or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 14(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

#### Commencement Information

**I127** Sch. 9 para. 18 in force at 5.3.2022, see [art. 1](#)

### Construction monitoring

**19.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey’s objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.



(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with Natural England, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) Construction monitoring must include traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House.

(5) In the event that piled foundations are proposed to be used, the details submitted in accordance with the offshore in principle monitoring plan must include proposals for monitoring marine mammals.

#### Commencement Information

**I128** Sch. 9 para. 19 in force at 5.3.2022, see [art. 1](#)

#### Post construction

**20.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) a survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;
- (c) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(I);
- (d) post-construction traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House; and
- (e) undertake or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 14(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables (including fibre optic cables), the cable monitoring plan required under condition 14(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

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**Commencement Information**

**1129** Sch. 9 para. 20 in force at 5.3.2022, see [art. 1](#)

**Reporting of impact pile driving**

**21.**—(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the licensed activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s Forward Look requirements;
- (b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements; and
- (c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements.

(2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition—

- (a) “Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas; and
- (b) “Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

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**Commencement Information**

**1130** Sch. 9 para. 21 in force at 5.3.2022, see [art. 1](#)

**Reporting of scour and cable protection**

**22.**—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable and scour protection used for the authorised scheme.

(2) The report must include the following information—

- (a) location of the cable protection and scour protection;
- (b) volume of cable protection and scour protection; and

- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

**Commencement Information**

**I131** Sch. 9 para. 22 in force at 5.3.2022, see [art. 1](#)

**Completion of construction**

**23.**—(1) The undertaker must submit a close out report to the MMO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

- (a) the final number of installed turbine generators;
- (b) the installed wind turbine generator parameters relevant for ornithological collision risk modelling.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

**Commencement Information**

**I132** Sch. 9 para. 23 in force at 5.3.2022, see [art. 1](#)

SCHEDULE 10

Article 32

Deemed Licence under the 2009 Act – Generation Assets (Licence 2 – Phase 2)

**PART 1**

**Interpretation**

**1.**—(1) In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017<sup>(49)</sup>;

“accommodation platform” means a fixed structure providing offshore accommodation for personnel

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work No. 1 described in Part 3 of this licence or any part of that work;

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<sup>(49)</sup> [S.I. 2017/1013](#).

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order;

“draught height” means the distance between the lowest point of the rotating blade of the wind turbine generator and MHWS;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“gravity base system” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

“in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Vanguard Southern North Sea Special area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

“jacket foundation” means a steel jacket/ lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 1 (generation)” means the licence set out in Schedule 9 (deemed licence under the 2009 Act – generation assets (licence 1 – phase 1));

“licensed activities” means the activities specified in Part 3 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable and any component part of any wind turbine generator, offshore electrical substation, accommodation platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) not including the alteration, removal or replacement

of foundations), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“marker buoy” means any floating device used for marker or navigation purposes, including LIDAR buoys and wave buoys;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“measurement buoy” means any floating device used for measurement purposes, including LIDAR buoys and wave buoys;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Norfolk Vanguard East” means the eastern area located in the offshore Order limits within which wind turbine generators will be situated;

“Norfolk Vanguard West” means the western area located in the offshore Order limits within which wind turbine generators will be situated;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Vanguard Offshore Wind Farm Order 2022;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline marine traffic monitoring strategy” means the document certified as the outline marine traffic monitoring strategy by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of this Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“relevant site” means a European offshore marine site or a European site as defined in the 2017 Regulations;

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement.

“single offshore phase” means carrying out all offshore works as a single construction operation;

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Norfolk Vanguard Limited (Company No. 08141115) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, rotor with up to three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include corrosion protection systems, helicopter landing facilities and other associated equipment, fixed to a foundation; and

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

#### Commencement Information

**I133** Sch. 10 Pt. 1 para. 1 in force at 5.3.2022, see [art. 1](#)

**2.** A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

#### Commencement Information

**I134** Sch. 10 Pt. 1 para. 2 in force at 5.3.2022, see [art. 1](#)

**3.** Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT); and
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

**Commencement Information**

**I135** Sch. 10 Pt. 1 para. 3 in force at 5.3.2022, see [art. 1](#)

4. Except where otherwise notified in writing by the relevant organisation, the primary points of contact with the organisations listed below and the addresses for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing  
Lancaster House  
Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH

Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT

Tel: 01502 573 149;

(c) Trinity House

Tower Hill  
London  
EC3N 4DH

Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way  
Taunton  
Somerset  
TA1 2DN

Tel: 01823 337 900;

(e) Maritime and Coastguard Agency

Navigation Safety Branch  
Bay 2/20, Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG

Tel: 020 3817 2426;

(f) Centre for Environment, Fisheries and Aquaculture Science

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 562 244;

(g) Natural England  
Area 1C, Nobel House  
17 Smith Square  
London  
SW1P 2AL  
Tel: 0300 060 4911;

(h) Historic England  
Cannon Bridge  
House 25  
Dowgate Hill  
London  
EC4R 2YA  
Tel: 020 7973 3700

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**Commencement Information**

**I136** Sch. 10 Pt. 1 para. 4 in force at 5.3.2022, see [art. 1](#)

## PART 2

### Licensed Marine Activities – General

1. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

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**Commencement Information**

**I137** Sch. 10 Pt. 2 para. 1 in force at 5.3.2022, see [art. 1](#)

2. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).

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**Commencement Information**

**I138** Sch. 10 Pt. 2 para. 2 in force at 5.3.2022, see [art. 1](#)



3. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

**Commencement Information**

**I139** Sch. 10 Pt. 2 para. 3 in force at 5.3.2022, see [art. 1](#)

4. Any amendments to or variations from the approved plans, protocols or statements must be minor or immaterial and it must be demonstrated to the satisfaction of the MMO that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

**Commencement Information**

**I140** Sch. 10 Pt. 2 para. 4 in force at 5.3.2022, see [art. 1](#)

5. The substances or articles authorised for deposit at sea are—
- (a) iron and steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works; and
  - (g) marine coatings, other chemicals and timber.

**Commencement Information**

**I141** Sch. 10 Pt. 2 para. 5 in force at 5.3.2022, see [art. 1](#)

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 55' 0.308" N	3° 4' 42.589" E	6	53° 2' 36.817" N	2° 34' 16.309" E
2	52° 49' 53.975" N	3° 5' 22.789" E	7	52° 49' 2° 34' 15.809" 38.834" N	E
3	52° 46' 19.050" N	3° 2' 16.682" E	8	52° 48' 2° 33' 28.343" 47.472" N	E
4	52° 45' 2° 45' 33.989" 10.584" N	E	9	52° 48' 3.133" N	2° 26' 37.427" E
5	52° 51' 2° 45' 34.220" 41.636" N	E	10	52° 56' 9.089" N	2° 18' 33.231" E

**Commencement Information**I142 Sch. 10 Pt. 2 para. 6 in force at 5.3.2022, see [art. 1](#)**PART 3****Details of Licensed Marine Activities**

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to 37,736,390 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references HU215 and HU216 within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 36,000,000 m<sup>3</sup> for cable and fibre optic cable installation;
  - (ii) 1,648,824 m<sup>3</sup> for the wind turbine generators;
  - (iii) 75,000 m<sup>3</sup> for the accommodation platform; and
  - (iv) 12,566 m<sup>3</sup> for the meteorological masts;
- (e) the removal of static fishing equipment; and
- (f) The disposal of drill arisings in connection with any foundation drilling up to a total of 400,624m<sup>3</sup>.

**Commencement Information**I143 Sch. 10 Pt. 3 para. 1 in force at 5.3.2022, see [art. 1](#)

2.—(1) Such activities are authorised in relation to the construction, maintenance and operation of Work No. 1 (phase 2)—

- (a) an offshore wind turbine generating station with an electrical export capacity of up to 1,800 MW at the point of connection to the offshore electrical platform(s) referred to at Work No. 2 comprising up to 158 wind turbine generators each fixed to the seabed by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson), or gravity base fitted with rotating blades and situated within the area shown on the works plan and further comprising (b) to (e) below;
- (b) up to two accommodation platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;

- (c) up to two meteorological masts fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson) or gravity base;
- (d) up to two LIDAR measurement buoys fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled) or floating and up to two wave measurement buoys fixed to the seabed within the area shown on the works plan by one foundation type (floating); and
- (e) a network of subsea array cables and fibre optic cables within the area shown on the works plan between the wind turbine generators, and between the wind turbine generators and Work No.2 including one or more offshore cable crossings.

(2) In connection with Work No. 1 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence including:

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work No. 1 and the disposal of up to 37,736,390 cubic metres of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits; and
- (d) removal of static fishing equipment;

(3) In connection with such Work No. 1, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

**Commencement Information**

**I144** Sch. 10 Pt. 3 para. 2 in force at 5.3.2022, see [art. 1](#)

## PART 4

### Conditions

#### Design parameters

1.—(1) Subject to paragraph (2), each wind turbine generator forming part of the authorised scheme must not—

- (a) exceed a height of 350 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a height of 198.5 metres to the height of the centreline of the generator shaft forming part of the hub when measured from HAT;
- (c) exceed a rotor diameter of 303 metres;

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

- (d) be less than 800 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 800 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind); or
- (e) have a draught height which is less than the minimum draught height specified for the relevant wind turbine generator capacity in the table below

<i>Wind Turbine Generator Capacity</i>	<i>Minimum draught height</i>
Up to and including 14.6MW	35m from MHWS
14.7 MW and above	30m from MHWS

(2) References to the location of a wind turbine generator in paragraph (1) above are references to the centre point of that turbine.

(3) The total number of wind turbine generators must not exceed 158 and must be configured such that at any time—

- (a) no more than two-thirds of the total number of wind turbine generators (rounded to the nearest whole number) must be located in Norfolk Vanguard West; and
- (b) no more than one-half of the total number of wind turbine generators (rounded to the nearest whole number) must be located in Norfolk Vanguard East.

**Commencement Information**

**I145** Sch. 10 Pt. 4 para. 1 in force at 5.3.2022, see [art. 1](#)

**2.—(1)** The dimensions of any accommodation platform forming part of the authorised scheme must not exceed 100 metres in height when measured from HAT, 90 metres in length and 60 metres in width.

- (2) Each meteorological mast must not exceed a height of 200 metres above HAT.
- (3) Each meteorological mast must not have more than one supporting foundation.

**Commencement Information**

**I146** Sch. 10 Pt. 4 para. 2 in force at 5.3.2022, see [art. 1](#)

**3.** The total length of the cables and the area and volume of their cable protection must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>2</sup> and m<sup>3</sup>)</i>
Work No. 1(e) (array)	600 kilometres	389,000 m <sup>2</sup> 198,500 m <sup>3</sup>

**Commencement Information**

**I147** Sch. 10 Pt. 4 para. 3 in force at 5.3.2022, see [art. 1](#)

**4.—(1)** In relation to a wind turbine generator, each foundation using piles must not have—

- (a) more than four driven piles;

- (b) in the case of single pile structures, a pile diameter which is more than 15 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than five metres.

(2) In relation to a wind turbine generator, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 1,963 m<sup>2</sup>.

**Commencement Information**

**I148** Sch. 10 Pt. 4 para. 4 in force at 5.3.2022, see [art. 1](#)

5.—(1) In relation to a meteorological mast, each foundation using piles must not have—

- (a) more than four driven piles;
- (b) in the case of single pile structures, a pile diameter which is more than 10 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than three metres.

(2) In relation to a meteorological mast, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 314 m<sup>2</sup>.

**Commencement Information**

**I149** Sch. 10 Pt. 4 para. 5 in force at 5.3.2022, see [art. 1](#)

6.—(1) In relation to an accommodation platform, each foundation using piles must not have—

- (a) more than six driven piles; or
- (b) a pile diameter which is more than three metres.

(2) In relation to an accommodation platform, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 7,500 m<sup>2</sup>.

**Commencement Information**

**I150** Sch. 10 Pt. 4 para. 6 in force at 5.3.2022, see [art. 1](#)

7.—(1) In relation to any LIDAR measurement buoys, each foundation using piles must not have a pile diameter of greater than 10 metres.

(2) In relation to any LIDAR measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 79m<sup>2</sup> per buoy and 157 m<sup>2</sup> in total.

(3) In relation to any wave measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 150m<sup>2</sup> per buoy and 300 m<sup>2</sup> in total.

**Commencement Information**

**I151** Sch. 10 para. 7 in force at 5.3.2022, see [art. 1](#)

### Commencement Information

**I145** Sch. 10 Pt. 4 para. 1 in force at 5.3.2022, see [art. 1](#)

**I146** Sch. 10 Pt. 4 para. 2 in force at 5.3.2022, see [art. 1](#)

**I147** Sch. 10 Pt. 4 para. 3 in force at 5.3.2022, see [art. 1](#)

**I148** Sch. 10 Pt. 4 para. 4 in force at 5.3.2022, see [art. 1](#)

**I149** Sch. 10 Pt. 4 para. 5 in force at 5.3.2022, see [art. 1](#)

**I150** Sch. 10 Pt. 4 para. 6 in force at 5.3.2022, see [art. 1](#)

**I151** Sch. 10 para. 7 in force at 5.3.2022, see [art. 1](#)

### Phasing of the authorised scheme

**8.—(1)** Taken together with works authorised and proposed to be constructed pursuant to licence 1 (generation)—

- (a) the total electrical export capacity of the authorised scheme must not exceed 1,800MW at the point of connection to the offshore electrical platform(s);
- (b) the total number of wind turbine generators forming part of the authorised scheme must not exceed 158;
- (c) the total number of accommodation platforms forming part of the authorised scheme must not exceed two;
- (d) the total number of meteorological masts forming part of the authorised scheme must not exceed two;
- (e) the total number of LIDAR measurement buoys forming part of the authorised scheme must not exceed two;
- (f) the total number of wave measurement buoys forming part of the authorised scheme must not exceed two;
- (g) the total amount of scour protection for the wind turbine generators, accommodation platform(s), meteorological masts and measurement buoys forming part of the authorised scheme must not exceed 5,176,703 m<sup>2</sup> and 25,883,515 m<sup>3</sup>; and
- (h) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 37,736,390 m<sup>3</sup>;
- (i) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 400,624 m<sup>3</sup>; and
- (j) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 3 of this licence.

**(2)** Prior to the commencement of the authorised scheme the undertaker must give notice to the MMO detailing—

- (a) whether the authorised scheme will be constructed—
  - (i) in a single offshore phase under this licence; or
  - (ii) in two offshore phases under this licence and licence 1 (generation); and
- (b) where the authorised scheme will be constructed in two offshore phases—
  - (i) prior to the commencement of phase 1, the total number of wind turbine generators accommodation platforms, meteorological masts, LIDAR measurement buoys and wave measurement buoys to be constructed in that phase; and

- (ii) prior to the commencement of phase 2, the total number of wind turbine generators accommodation platforms, meteorological masts, LIDAR measurement buoys and wave measurement buoys to be constructed in that phase.

**Commencement Information**

**I152** Sch. 10 para. 8 in force at 5.3.2022, see [art. 1](#)

**Notifications and inspections**

- 9.—(1) The undertaker must ensure that—
- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
    - (i) all agents and contractors notified to the MMO in accordance with condition 17; and
    - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 17; and
  - (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 17 are permitted to carry out the licensed activities.
- (3) Copies of this licence must also be available for inspection at the following locations—
- (a) the undertaker’s registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.
- (7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—
- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
  - (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities;
- and confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 1 (wind turbine generators or other offshore construction activities including array cables and fibre optic cables) and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, the MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 14(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within five days.

#### **Commencement Information**

**I153** Sch. 10 para. 9 in force at 5.3.2022, see [art. 1](#)

#### **Aids to navigation**

**10.—(1)** The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 14(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.



(5) In the event that the provisions of condition 9(11) and condition 9(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

**Commencement Information**

**I154** Sch. 10 para. 10 in force at 5.3.2022, see [art. 1](#)

**Colouring of structures**

**11.**—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

**Commencement Information**

**I155** Sch. 10 para. 11 in force at 5.3.2022, see [art. 1](#)

**Chemicals, drilling and debris**

**12.**—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme, including any chemical agents placed within any monopile void, must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002(**50**) (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site references HU215 and HU216 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation

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(50) [S.I. 2002/1355](#).

or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

#### Commencement Information

**I156** Sch. 10 para. 12 in force at 5.3.2022, see [art. 1](#)

### Force majeure

**13.**—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence, whether within or outside of the Order limits, because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

#### Commencement Information

**I157** Sch. 10 para. 13 in force at 5.3.2022, see [art. 1](#)

### Pre-construction plans and documentation

**14.**—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—
  - (i) the proposed location and choice of foundation of all wind turbine generators, offshore electrical platforms, accommodation platforms and meteorological masts;
  - (ii) the height to the tip of the vertical blade of all wind turbine generators;
  - (iii) the height to the centreline of the generator shaft forming part of the hub of all wind turbine generators;
  - (iv) the rotor diameter and spacing of all wind turbine generators;
  - (v) the height of all lattice towers forming part of all meteorological masts;
  - (vi) the height, length and width of all accommodation platforms;

- (vii) the dimensions of all foundations;
  - (viii) the length and arrangement of all cables (including fibre optic cables) comprising Work No. 1(e);
  - (ix) the proposed layout of all wind turbine generators (in accordance with the recommendations for layout contained in MGN543 and its annexes), accommodation platforms and meteorological masts including any exclusion zones identified under sub-paragraph (1)(h)(iv);
  - (x) a plan showing the indicative layout of all wind turbine generators, accommodation platforms and meteorological masts including all exclusion zones (insofar as not shown in (ix) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv);
  - (xi) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i); and
  - (xii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, offshore electrical platform, substation and meteorological mast.
- to ensure conformity with the description of Work No. 1 and compliance with conditions 1 to 8 above.
- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
    - (i) the proposed construction start date;
    - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
    - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 17, 18, 19 and 20; and
    - (iv) an indicative written construction programme for all wind turbine generators accommodation platforms, meteorological masts, measurement buoys and cables (including fibre optic cables) comprised in the works in Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—
    - (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
    - (bb) at least four months prior to construction, detail on construction monitoring; and
    - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;unless otherwise agreed in writing with the MMO.
  - (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
    - (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works, and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
    - (ii) soft start procedures with specified duration periods;
    - (iii) cable (including fibre optic cable) installation;
    - (iv) contractors;

- (v) vessels, vessels maintenance and vessels transit corridors; and
  - (vi) associated and ancillary works.
- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer;
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 9 and to address the interaction of the licensed activities with fishing activities; and
  - (vi) procedures to be followed within vessels transit corridors to minimise disturbance to red-throated diver during operation and maintenance activities.
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub-paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) In the event that piled foundations are proposed to be used, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A cable specification, installation and monitoring plan, to include—
- (i) technical specification of offshore cables (including fibre optic cables) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cables) laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
  - (iii) proposals for monitoring offshore cables (including fibre optic cables) including cable protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables.
- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean low water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—
- (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;

- (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 18(2)(a) and in accordance with the offshore in principle monitoring plan.
  - (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
  - (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 10 for the lifetime of the authorised scheme.
  - (l) In relation to ornithological monitoring—
    - (i) a plan setting out the aims, objectives and timing for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) at least four months prior to the first pre-construction survey (as referred to in condition 14(1)(b)(aa)), and
    - (ii) an ornithological monitoring plan setting out the methods for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) in accordance with the details and timescales approved pursuant to the plan referred to sub-paragraph (i).
  - (m) In the event that piled foundations are proposed to be used, a site integrity plan which accords with the principles set out in the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan, and which the MMO is satisfied would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.
- (2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.

(3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed 5,000kJ.

**Commencement Information**

**I158** Sch. 10 para. 14 in force at 5.3.2022, see [art. 1](#)

**15.**—(1) Any archaeological reports produced in accordance with condition 14(h)(iii) must be agreed with the MMO in consultation with the statutory historic body.

(2) The design plan required by condition 14(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 14 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 14.

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 14 as soon as practicable and in any event within a period of four months commencing on the date the application is received by the MMO.

(6) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 14, unless otherwise agreed in writing by the MMO.

(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

**Commencement Information**

**I159** Sch. 10 para. 15 in force at 5.3.2022, see [art. 1](#)

**Commencement Information**

**I158** Sch. 10 para. 14 in force at 5.3.2022, see [art. 1](#)

**I159** Sch. 10 para. 15 in force at 5.3.2022, see [art. 1](#)

**Post-construction plans and documents**

**16.** The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MCA and UKHO.

**Commencement Information**

**I160** Sch. 10 para. 16 in force at 5.3.2022, see [art. 1](#)

**Reporting of engaged agents, contractors and vessels**

- 17.**—(1) The undertaker must provide the following information to the MMO—
- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
  - (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.
- (2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

**Commencement Information**

**I161** Sch. 10 para. 17 in force at 5.3.2022, see [art. 1](#)

**Pre-construction monitoring and surveys**

- 18.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—
- (a) the survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
  - (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.
- (2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—
- (a) appropriate surveys to determine the location and extent of any benthic communities/ benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works;
  - (b) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works;
  - (c) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l); and
  - (d) or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 14(1)(b).
- (3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable,

unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

#### Commencement Information

**I162** Sch. 10 para. 18 in force at 5.3.2022, see [art. 1](#)

### Construction monitoring

**19.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey’s objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with Natural England, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) Construction monitoring must include traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House.

(5) In the event that piled foundations are proposed to be used, the details submitted in accordance with the offshore in principle monitoring plan must include proposals for monitoring marine mammals.

#### Commencement Information

**I163** Sch. 10 para. 19 in force at 5.3.2022, see [art. 1](#)

### Post construction

**20.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—



- (a) a survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
  - (b) within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;
  - (c) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l);
  - (d) post-construction traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House; and
  - (e) contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 14(1)(b).
- (3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.
- (4) Following installation of cables (including fibre optic cables), the cable monitoring plan required under condition 14(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

#### Commencement Information

**1164** Sch. 10 para. 20 in force at 5.3.2022, see [art. 1](#)

#### Reporting of impact pile driving

**21.—(1)** Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the licensed activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s Forward Look requirements;
  - (b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements; and
  - (c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements.
- (2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.
- (3) For the purpose of this condition—

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

- (a) “Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas; and
- (b) “Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

**Commencement Information**

**I165** Sch. 10 para. 21 in force at 5.3.2022, see [art. 1](#)

**Reporting of cable and scour protection**

**22.**—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

- (2) The report must include the following information—
  - (a) Location of the cable protection and scour protection;
  - (b) volume of cable protection and scour protection; and
  - (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

**Commencement Information**

**I166** Sch. 10 para. 22 in force at 5.3.2022, see [art. 1](#)

**Completion of construction**

**23.**—(1) The undertaker must submit a close out report to the MMO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

- (a) the final number of installed turbine generators;
- (b) the installed wind turbine generator parameters relevant for ornithological collision risk modelling.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

**Commencement Information**

**I167** Sch. 10 para. 23 in force at 5.3.2022, see [art. 1](#)

SCHEDULE 11

Article 32

Deemed Licence under the 2009 Act – Transmission Assets (Licence 1 – Phase 1)

PART 1

Interpretation

1.—(1) In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017(51);

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work Nos. 2, 3, 4A, and 4B described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“gravity base system” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

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(51) S.I. 2017/1013.

“in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

“jacket foundation” means a steel jacket/ lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 2 (transmission)” means the licence set out in Schedule 12 (deemed licence under the 2009 Act – transmission assets (licence 2 – phase 2));

“licensed activities” means the activities specified in Part 3 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable and any component part of any wind turbine generator, offshore electrical platform, accommodation platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

“offshore electrical platform” means a platform attached to the seabed by means of a foundation, with one or more decks, whether open or fully clad, accommodating electrical power transformers, switchgear, instrumentation, protection and control systems and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Vanguard Offshore Wind Farm Order 2022;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of this Order;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“relevant site” means a European offshore marine site or a European site as defined in the 2017 Regulations;

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement.

“single offshore phase” means carrying out all offshore works as a single construction operation;

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Norfolk Vanguard Limited (Company No. 08141115) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“Work No. 4C” means the onshore transmission works at the landfall consisting of up to two transition jointing pits and up to four cables to be laid in ducts underground and associated fibre optic cables laid within cable ducts from MHWS at Happisburgh South, North Norfolk; and

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT); and
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary points of contact with the organisations listed below and the addresses for returns and correspondence are—

- (a) Marine Management Organisation

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

Marine Licensing  
Lancaster House  
Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;

(c) Trinity House

Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900;

(e) Maritime and Coastguard Agency

Navigation Safety Branch  
Bay 2/20, Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2426;

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 562 244;

(g) Natural England

Area 1C, Nobel House  
17 Smith Square  
London  
SW1P 2AL  
Tel: 0300 060 4911;

(h) Historic England  
Cannon Bridge  
House 25  
Dowgate Hill  
London  
EC4R 2YA  
Tel: 020 7973 3700

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**Commencement Information**

**I168** Sch. 11 Pt. 1 para. 1 in force at 5.3.2022, see [art. 1](#)

## PART 2

### Licensed Marine Activities – General

**1.** This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

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**Commencement Information**

**I169** Sch. 11 Pt. 2 para. 1 in force at 5.3.2022, see [art. 1](#)

**2.** The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).

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**Commencement Information**

**I170** Sch. 11 Pt. 2 para. 2 in force at 5.3.2022, see [art. 1](#)

**3.** With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

**Commencement Information**

**I171** Sch. 11 Pt. 2 para. 3 in force at 5.3.2022, see [art. 1](#)

4. Any amendments to or variations from the approved plans, protocols or statements must be minor or immaterial and it must be demonstrated to the satisfaction of the MMO that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

**Commencement Information**

**I172** Sch. 11 Pt. 2 para. 4 in force at 5.3.2022, see [art. 1](#)

5. The substances or articles authorised for deposit at sea are—
- (a) iron and steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works; and
  - (g) marine coatings, other chemicals and timber.

**Commencement Information**

**I173** Sch. 11 Pt. 2 para. 5 in force at 5.3.2022, see [art. 1](#)

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 55' 0.308" N	3° 4' 42.589" E	269	52° 48' 36.617" N	1° 39' 45.198" E
2	52° 49' 53.975" N	3° 5' 22.789" E	270	52° 48' 36.608" N	1° 39' 45.442" E
3	52° 46' 19.050" N	3° 2' 16.682" E	271	52° 48' 36.111" N	1° 39' 58.227" E
4	52° 45' 10.584" N	2° 45' 33.989" E	272	52° 47' 53.162" N	1° 57' 17.842" E
5	52° 51' 41.636" N	2° 45' 34.220" E	273	52° 47' 51.688" N	1° 57' 48.405" E
6	53° 2' 36.817" N	2° 34' 16.309" E	274	52° 47' 50.436" N	1° 58' 0.642" E



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
7	52° 38.834" N	49' 2° 34' 15.809" E	275	52° 48.214" N	47' 1° 58' 12.320" E
8	52° 47.472" N	48' 2° 33' 28.343" E	276	52° 42.495" N	47' 1° 58' 33.820" E
9	52° 48' 3.133" N	2° 26' 37.427" E	277	52° 36.793" N	47' 1° 58' 49.157" E
10	52° 56' 9.089" N	2° 18' 33.231" E	278	52° 27.713" N	47' 1° 59' 7.719" E
11	52° 11.467" N	45' 2° 45' 30.454" E	279	52° 19.963" N	47' 1° 59' 19.409" E
12	52° 11.943" N	45' 2° 45' 28.711" E	280	52° 10.581" N	47' 1° 59' 30.409" E
13	52° 12.967" N	45' 2° 45' 25.281" E	281	52° 45' 3.401" N	2° 1' 51.874" E
14	52° 14.081" N	45' 2° 45' 21.928" E	282	52° 45' 3.127" N	2° 1' 52.189" E
15	52° 15.285" N	45' 2° 45' 18.661" E	283	52° 45' 2.287" N	2° 1' 53.183" E
16	52° 15.920" N	45' 2° 45' 17.061" E	284	52° 45' 1.635" N	2° 1' 53.925" E
17	52° 17.254" N	45' 2° 45' 13.933" E	285	52° 45' 1.351" N	2° 1' 54.277" E
18	52° 17.952" N	45' 2° 45' 12.407" E	286	52° 45' 0.388" N	2° 1' 55.510" E
19	52° 19.409" N	45' 2° 45' 9.432" E	287	52° 45' 0.110" N	2° 1' 55.877" E
20	52° 20.533" N	45' 2° 45' 7.335" E	288	52° 59.840" N	44' 2° 1' 56.258" E
21	52° 20.944" N	45' 2° 45' 6.567" E	289	52° 58.926" N	44' 2° 1' 57.587" E
22	52° 21.741" N	45' 2° 45' 5.178" E	290	52° 58.663" N	44' 2° 1' 57.982" E
23	52° 23.389" N	45' 2° 45' 2.488" E	291	52° 58.407" N	44' 2° 1' 58.390" E
24	52° 24.240" N	45' 2° 45' 1.188" E	292	52° 57.545" N	44' 2° 1' 59.812" E
25	52° 25.993" N	45' 2° 44' 58.685" E	293	52° 57.298" N	44' 2° 2' 0.233" E
26	52° 27.812" N	45' 2° 44' 56.313" E	294	52° 57.059" N	44' 2° 2' 0.667" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
27	52° 29.693" N	45' 2° 44' 54.076" E	295	52° 56.253" N	44' 2° 2' 2.175" E
28	52° 31.632" N	45' 2° 44' 51.980" E	296	52° 56.022" N	44' 2° 2' 2.621" E
29	52° 32.623" N	45' 2° 44' 50.985" E	297	52° 55.800" N	44' 2° 2' 3.078" E
30	52° 33.626" N	45' 2° 44' 50.027" E	298	52° 55.053" N	44' 2° 2' 4.667" E
31	52° 35.671" N	45' 2° 44' 48.223" E	299	52° 54.839" N	44' 2° 2' 5.136" E
32	52° 37.763" N	45' 2° 44' 46.570" E	300	52° 54.635" N	44' 2° 2' 5.615" E
33	52° 39.897" N	45' 2° 44' 45.071" E	301	52° 53.950" N	44' 2° 2' 7.278" E
34	52° 42.069" N	45' 2° 44' 43.731" E	302	52° 53.755" N	44' 2° 2' 7.768" E
35	52° 43.168" N	45' 2° 44' 43.121" E	303	52° 53.569" N	44' 2° 2' 8.268" E
36	52° 44.275" N	45' 2° 44' 42.551" E	304	52° 52.949" N	44' 2° 2' 9.998" E
37	52° 46.511" N	45' 2° 44' 41.534" E	305	52° 52.773" N	44' 2° 2' 10.507" E
38	52° 47.638" N	45' 2° 44' 41.087" E	306	52° 52.607" N	44' 2° 2' 11.025" E
39	52° 48.833" N	45' 2° 44' 40.681" E	307	52° 52.053" N	44' 2° 2' 12.816" E
40	52° 46' 9.781" N	2° 44' 40.687" E	308	52° 51.897" N	44' 2° 2' 13.343" E
41	52° 46.724" N	46' 2° 44' 40.696" E	309	52° 51.751" N	44' 2° 2' 13.877" E
42	52° 48.173" N	46' 2° 44' 40.696" E	310	52° 51.267" N	44' 2° 2' 15.722" E
43	52° 52.974" N	46' 2° 44' 40.698" E	311	52° 51.131" N	44' 2° 2' 16.263" E
44	52° 55.152" N	46' 2° 44' 40.698" E	312	52° 51.006" N	44' 2° 2' 16.812" E
45	52° 57.976" N	46' 2° 44' 40.699" E	313	52° 50.593" N	44' 2° 2' 18.703" E
46	52° 47' 0.395" N	2° 44' 40.053" E	314	52° 50.478" N	44' 2° 2' 19.257" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
47	52° 47' 1.558" N	2° 44' 39.624" E	315	52° 50.373" N	44' 2° 2' 19.818" E
48	52° 47' 1.970" N	2° 44' 39.479" E	316	52° 50.034" N	44' 2° 2' 21.747" E
49	52° 47' 2.003" N	2° 44' 39.463" E	317	52° 49.940" N	44' 2° 2' 22.313" E
50	52° 47' 3.144" N	2° 44' 38.936" E	318	52° 49.857" N	44' 2° 2' 22.883" E
51	52° 47' 4.295" N	2° 44' 38.272" E	319	52° 49.592" N	44' 2° 2' 24.844" E
52	52° 47' 4.681" N	2° 44' 38.004" E	320	52° 49.520" N	44' 2° 2' 25.418" E
53	52° 47' 4.998" N	2° 44' 37.816" E	321	52° 49.459" N	44' 2° 2' 25.996" E
54	52° 47' 5.524" N	2° 44' 37.450" E	322	52° 49.268" N	44' 2° 2' 27.980" E
55	52° 47' 6.616" N	2° 44' 36.554" E	323	52° 49.218" N	44' 2° 2' 28.561" E
56	52° 47' 7.671" N	2° 44' 35.546" E	324	52° 49.179" N	44' 2° 2' 29.143" E
57	52° 47' 8.686" N	2° 44' 34.431" E	325	52° 49.065" N	44' 2° 2' 31.144" E
58	52° 47' 9.657" N	2° 44' 33.214" E	326	52° 49.037" N	44' 2° 2' 31.728" E
59	52° 10.579" N	47' 2° 44' 31.898" E	327	52° 49.021" N	44' 2° 2' 32.314" E
60	52° 11.449" N	47' 2° 44' 30.489" E	328	52° 48.989" N	44' 2° 2' 34.021" E
61	52° 12.264" N	47' 2° 44' 28.993" E	329	52° 48.983" N	44' 2° 2' 34.638" E
62	52° 13.021" N	47' 2° 44' 27.415" E	330	52° 49.220" N	44' 2° 15' 49.970" E
63	52° 13.715" N	47' 2° 44' 25.762" E	331	52° 49.236" N	44' 2° 15' 51.345" E
64	52° 14.346" N	47' 2° 44' 24.040" E	332	52° 49.268" N	44' 2° 15' 53.169" E
65	52° 14.910" N	47' 2° 44' 22.257" E	333	52° 49.284" N	44' 2° 15' 53.754" E
66	52° 15.404" N	47' 2° 44' 20.418" E	334	52° 49.311" N	44' 2° 15' 54.339" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

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67	52° 15.784" N	47' 2° 44' 18.728" E	335	52° 49.422" N	44' 2° 15' 56.340" E
68	52° 15.918" N	47' 2° 44' 18.041" E	336	52° 49.460" N	44' 2° 15' 56.922" E
69	52° 16.179" N	47' 2° 44' 16.606" E	337	52° 49.509" N	44' 2° 15' 57.503" E
70	52° 16.456" N	47' 2° 44' 14.647" E	338	52° 49.680" N	44' 2° 15' 59.308" E
71	52° 16.520" N	47' 2° 44' 14.023" E	339	52° 49.731" N	44' 2° 15' 59.809" E
72	52° 16.658" N	47' 2° 44' 12.664" E	340	52° 49.791" N	44' 2° 16' 0.309" E
73	52° 16.784" N	47' 2° 44' 10.663" E	341	52° 51.112" N	44' 2° 16' 10.573" E
74	52° 16.834" N	47' 2° 44' 8.653" E	342	52° 51.112" N	44' 2° 16' 10.573" E
75	52° 16.807" N	47' 2° 44' 6.642" E	343	52° 49.555" N	45' 2° 23' 47.080" E
76	52° 16.703" N	47' 2° 44' 4.638" E	344	52° 49.556" N	45' 2° 23' 47.093" E
77	52° 16.559" N	47' 2° 44' 3.046" E	345	52° 49.762" N	45' 2° 23' 48.593" E
78	52° 15.589" N	47' 2° 43' 55.247" E	346	52° 50.105" N	45' 2° 23' 50.522" E
79	52° 14.341" N	47' 2° 43' 45.216" E	347	52° 50.521" N	45' 2° 23' 52.412" E
80	52° 13.615" N	47' 2° 43' 39.381" E	348	52° 51.008" N	45' 2° 23' 54.255" E
81	52° 13.538" N	47' 2° 43' 38.765" E	349	52° 51.565" N	45' 2° 23' 56.044" E
82	52° 46.039" N	43' 2° 16' 19.075" E	350	52° 52.188" N	45' 2° 23' 57.772" E
83	52° 45.182" N	43' 2° 16' 10.004" E	351	52° 52.876" N	45' 2° 23' 59.431" E
84	52° 44.634" N	43' 2° 16' 0.162" E	352	52° 53.626" N	45' 2° 24' 1.017" E
85	52° 44.531" N	43' 2° 15' 54.221" E	353	52° 54.434" N	45' 2° 24' 2.521" E
86	52° 44.490" N	43' 2° 15' 51.462" E	354	52° 55.299" N	45' 2° 24' 3.939" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
87	52° 44.512" N	43' 2° 7' 23.550" E	355	52° 56.215" N	45' 2° 24' 5.265" E
88	52° 44.166" N	42' 2° 3' 14.512" E	356	52° 57.180" N	45' 2° 24' 6.493" E
89	52° 43.152" N	42' 2° 3' 9.802" E	357	52° 58.191" N	45' 2° 24' 7.619" E
90	52° 42.369" N	42' 2° 3' 4.946" E	358	52° 59.242" N	45' 2° 24' 8.639" E
91	52° 31.534" N	42' 2° 1' 44.644" E	359	52° 46' 0.330" N	2° 24' 9.547" E
92	52° 31.056" N	42' 2° 1' 40.338" E	360	52° 46' 1.450" N	2° 24' 10.341" E
93	52° 30.948" N	42' 2° 1' 39.044" E	361	52° 46' 2.598" N	2° 24' 11.017" E
94	52° 30.701" N	42' 2° 1' 34.686" E	362	52° 46' 3.770" N	2° 24' 11.573" E
95	52° 30.654" N	42' 2° 1' 30.309" E	363	52° 46' 4.960" N	2° 24' 12.007" E
96	52° 30.675" N	42' 2° 1' 29.003" E	364	52° 46' 6.165" N	2° 24' 12.317" E
97	52° 30.833" N	42' 2° 1' 25.173" E	365	52° 46' 7.380" N	2° 24' 12.501" E
98	52° 33.173" N	42' 2° 0' 49.768" E	366	52° 46' 8.022" N	2° 24' 12.532" E
99	52° 34.216" N	42' 2° 0' 40.941" E	367	52° 46' 9.762" N	2° 24' 12.670" E
100	52° 34.439" N	42' 2° 0' 39.649" E	368	52° 50' 9.656" N	2° 24' 31.707" E
101	52° 35.302" N	42' 2° 0' 35.379" E	369	52° 51' 3.549" N	2° 34' 15.864" E
102	52° 41.649" N	42' 2° 0' 7.655" E	370	52° 51' 3.486" N	2° 34' 19.188" E
103	52° 43.788" N	42' 2° 0' 0.073" E	371	52° 51' 3.295" N	2° 34' 22.530" E
104	52° 44.149" N	42' 1° 59' 59.016" E	372	52° 51' 2.978" N	2° 34' 25.846" E
105	52° 45.445" N	42' 1° 59' 55.557" E	373	52° 51' 2.535" N	2° 34' 29.122" E
106	52° 55.437" N	42' 1° 59' 30.877" E	374	52° 51' 1.968" N	2° 34' 32.346" E

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107	52° 55.855" N	42' 1° 59' 29.924" E	375	52° 51' 1.280" N	2° 34' 35.504" E
108	52° 58.378" N	42' 1° 59' 24.593" E	376	52° 51' 0.473" N	2° 34' 38.585" E
109	52° 58.842" N	42' 1° 59' 23.685" E	377	52° 59.551" N	50' 2° 34' 41.577" E
110	52° 43' 0.673" N	1° 59' 20.588" E	378	52° 58.516" N	50' 2° 34' 44.466" E
111	52° 43' 2.861" N	1° 59' 17.394" E	379	52° 57.374" N	50' 2° 34' 47.243" E
112	52° 17.859" N	43' 1° 58' 57.179" E	380	52° 56.129" N	50' 2° 34' 49.896" E
113	52° 19.625" N	43' 1° 58' 54.953" E	381	52° 54.785" N	50' 2° 34' 52.414" E
114	52° 21.284" N	43' 1° 58' 53.106" E	382	52° 53.348" N	50' 2° 34' 54.787" E
115	52° 21.796" N	43' 1° 58' 52.576" E	383	52° 51.823" N	50' 2° 34' 57.007" E
116	52° 23.547" N	43' 1° 58' 50.895" E	384	52° 50.218" N	50' 2° 34' 59.065" E
117	52° 46.103" N	45' 1° 56' 43.184" E	385	52° 48.537" N	50' 2° 35' 0.952" E
118	52° 46' 2.160" N	1° 56' 27.260" E	386	52° 46.788" N	50' 2° 35' 2.661" E
119	52° 46' 3.532" N	1° 56' 26.078" E	387	52° 44.977" N	50' 2° 35' 4.185" E
120	52° 17.577" N	46' 1° 56' 12.146" E	388	52° 43.112" N	50' 2° 35' 5.518" E
121	52° 37.038" N	46' 1° 55' 33.566" E	389	52° 41.200" N	50' 2° 35' 6.655" E
122	52° 51.513" N	46' 1° 54' 38.977" E	390	52° 39.248" N	50' 2° 35' 7.591" E
123	52° 58.151" N	46' 1° 53' 21.115" E	391	52° 37.265" N	50' 2° 35' 8.323" E
124	52° 59.490" N	46' 1° 52' 52.341" E	392	52° 33.492" N	50' 2° 35' 9.272" E
125	52° 32.039" N	47' 1° 39' 38.159" E	393	52° 32.920" N	50' 2° 35' 9.346" E
126	52° 32.129" N	47' 1° 39' 36.152" E	394	52° 31.498" N	46' 2° 26' 1.301" E

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127	52° 32.273" N	47' 1° 39' 33.526" E	395	52° 31.407" N	46' 2° 26' 1.294" E
128	52° 32.388" N	47' 1° 39' 31.565" E	396	52° 31.505" N	46' 2° 26' 1.330" E
129	52° 32.521" N	47' 1° 39' 29.607" E	397	52° 30.476" N	46' 2° 26' 1.280" E
130	52° 32.673" N	47' 1° 39' 27.652" E	398	52° 29.257" N	46' 2° 26' 1.347" E
131	52° 32.844" N	47' 1° 39' 25.702" E	399	52° 28.043" N	46' 2° 26' 1.540" E
132	52° 33.028" N	47' 1° 39' 23.714" E	400	52° 26.839" N	46' 2° 26' 1.859" E
133	52° 33.217" N	47' 1° 39' 21.768" E	401	52° 25.650" N	46' 2° 26' 2.301" E
134	52° 33.425" N	47' 1° 39' 19.828" E	402	52° 24.480" N	46' 2° 26' 2.866" E
135	52° 33.652" N	47' 1° 39' 17.893" E	403	52° 23.333" N	46' 2° 26' 3.551" E
136	52° 33.896" N	47' 1° 39' 15.964" E	404	52° 22.215" N	46' 2° 26' 4.353" E
137	52° 34.155" N	47' 1° 39' 13.999" E	405	52° 21.130" N	46' 2° 26' 5.269" E
138	52° 34.419" N	47' 1° 39' 12.073" E	406	52° 20.230" N	46' 2° 26' 6.150" E
139	52° 34.701" N	47' 1° 39' 10.153" E	407	52° 20.081" N	46' 2° 26' 6.296" E
140	52° 35.001" N	47' 1° 39' 8.241" E	408	52° 19.074" N	46' 2° 26' 7.430" E
141	52° 35.320" N	47' 1° 39' 6.337" E	409	52° 18.112" N	46' 2° 26' 8.665" E
142	52° 35.827" N	47' 1° 39' 3.397" E	410	52° 17.199" N	46' 2° 26' 9.998" E
143	52° 36.193" N	47' 1° 39' 1.398" E	411	52° 16.338" N	46' 2° 26' 11.422" E
144	52° 36.599" N	47' 1° 38' 59.313" E	412	52° 15.534" N	46' 2° 26' 12.933" E
145	52° 37.000" N	47' 1° 38' 57.371" E	413	52° 14.788" N	46' 2° 26' 14.524" E
146	52° 37.497" N	47' 1° 38' 55.056" E	414	52° 14.105" N	46' 2° 26' 16.189" E

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147	52° 37.906" N	47' 1° 38' 53.193" E	415	52° 13.486" N	46' 2° 26' 17.921" E
148	52° 38.332" N	47' 1° 38' 51.340" E	416	52° 12.935" N	46' 2° 26' 19.714" E
149	52° 38.777" N	47' 1° 38' 49.499" E	417	52° 12.453" N	46' 2° 26' 21.561" E
150	52° 39.239" N	47' 1° 38' 47.670" E	418	52° 12.042" N	46' 2° 26' 23.454" E
151	52° 59.902" N	48' 1° 33' 32.091" E	419	52° 11.704" N	46' 2° 26' 25.386" E
152	52° 49' 1.602" N	1° 33' 25.973" E	420	52° 11.440" N	46' 2° 26' 27.349" E
153	52° 49' 2.819" N	1° 33' 19.121" E	421	52° 11.252" N	46' 2° 26' 29.335" E
154	52° 49' 3.674" N	1° 33' 13.073" E	422	52° 11.139" N	46' 2° 26' 31.337" E
155	52° 49' 3.797" N	1° 33' 6.096" E	423	52° 11.103" N	46' 2° 26' 33.346" E
156	52° 49' 2.898" N	1° 32' 57.549" E	424	52° 11.144" N	46' 2° 26' 35.356" E
157	52° 49' 4.139" N	1° 32' 54.271" E	425	52° 11.261" N	46' 2° 26' 37.357" E
158	52° 49' 4.845" N	1° 32' 52.212" E	426	52° 11.399" N	46' 2° 26' 38.780" E
159	52° 49' 5.188" N	1° 32' 51.467" E	427	52° 11.399" N	46' 2° 26' 38.781" E
160	52° 49' 6.147" N	1° 32' 49.575" E	428	52° 11.399" N	46' 2° 26' 38.782" E
161	52° 49' 7.035" N	1° 32' 47.473" E	429	52° 47' 4.976" N	2° 33' 42.433" E
162	52° 49' 7.208" N	1° 32' 46.999" E	430	52° 47' 5.398" N	2° 33' 45.780" E
163	52° 49' 8.015" N	1° 32' 44.486" E	431	52° 47' 6.051" N	2° 33' 50.967" E
164	52° 49' 8.663" N	1° 32' 42.319" E	432	52° 47' 6.366" N	2° 33' 53.472" E
165	52° 49' 8.910" N	1° 32' 41.417" E	433	52° 47' 6.366" N	2° 33' 53.472" E
166	52° 49' 9.102" N	1° 32' 41.019" E	434	52° 47' 6.366" N	2° 33' 53.473" E



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167	52° 49' 9.635" N	1° 32' 40.648" E	435	52° 47' 6.675" N	2° 33' 55.224" E
168	52° 49' 9.807" N	1° 32' 40.345" E	436	52° 47' 7.088" N	2° 33' 57.116" E
169	52° 49' 9.768" N	1° 32' 39.737" E	437	52° 47' 7.573" N	2° 33' 58.962" E
170	52° 49' 9.855" N	1° 32' 38.941" E	438	52° 47' 8.126" N	2° 34' 0.754" E
171	52° 49' 10.086" N	1° 32' 38.247" E	439	52° 47' 8.747" N	2° 34' 2.485" E
172	52° 49' 10.218" N	1° 32' 37.939" E	440	52° 47' 9.433" N	2° 34' 4.148" E
173	52° 49' 10.691" N	1° 32' 36.993" E	441	52° 47' 10.180" N	2° 34' 5.737" E
174	52° 49' 11.553" N	1° 32' 35.417" E	442	52° 47' 10.987" N	2° 34' 7.246" E
175	52° 49' 12.200" N	1° 32' 33.887" E	443	52° 47' 11.849" N	2° 34' 8.668" E
176	52° 49' 12.742" N	1° 32' 32.736" E	444	52° 47' 12.764" N	2° 34' 9.998" E
177	52° 49' 13.080" N	1° 32' 31.922" E	445	52° 47' 13.727" N	2° 34' 11.230" E
178	52° 49' 13.507" N	1° 32' 31.040" E	446	52° 47' 14.736" N	2° 34' 12.361" E
179	52° 49' 14.325" N	1° 32' 29.767" E	447	52° 47' 15.785" N	2° 34' 13.384" E
180	52° 49' 14.340" N	1° 32' 29.796" E	448	52° 47' 16.872" N	2° 34' 14.297" E
181	52° 49' 15.178" N	1° 32' 31.478" E	449	52° 47' 17.991" N	2° 34' 15.096" E
182	52° 49' 15.638" N	1° 32' 32.401" E	450	52° 47' 19.138" N	2° 34' 15.777" E
183	52° 49' 45.178" N	1° 33' 31.705" E	451	52° 47' 20.309" N	2° 34' 16.338" E
184	52° 49' 45.944" N	1° 33' 33.513" E	452	52° 47' 21.499" N	2° 34' 16.777" E
185	52° 49' 46.772" N	1° 33' 35.540" E	453	52° 47' 22.704" N	2° 34' 17.091" E
186	52° 49' 47.579" N	1° 33' 37.591" E	454	52° 47' 23.918" N	2° 34' 17.280" E

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187	52° 48.363" N	49' 1° 33' 39.664" E	455	52° 25.496" N	47' 2° 34' 17.365" E
188	52° 49.126" N	49' 1° 33' 41.760" E	456	52° 48' 2.953" N	2° 26' 36.184" E
189	52° 49.866" N	49' 1° 33' 43.878" E	457	52° 48' 2.518" N	2° 26' 33.730" E
190	52° 50.585" N	49' 1° 33' 46.016" E	458	52° 48' 1.985" N	2° 26' 31.328" E
191	52° 51.280" N	49' 1° 33' 48.175" E	459	52° 48' 1.357" N	2° 26' 28.991" E
192	52° 51.952" N	49' 1° 33' 50.354" E	460	52° 48' 1.009" N	2° 26' 27.849" E
193	52° 52.602" N	49' 1° 33' 52.551" E	461	52° 48' 0.243" N	2° 26' 25.626" E
194	52° 53.228" N	49' 1° 33' 54.767" E	462	52° 59.827" N	47' 2° 26' 24.547" E
195	52° 53.831" N	49' 1° 33' 57.000" E	463	52° 58.931" N	47' 2° 26' 22.461" E
196	52° 54.410" N	49' 1° 33' 59.251" E	464	52° 57.954" N	47' 2° 26' 20.477" E
197	52° 54.965" N	49' 1° 34' 1.518" E	465	52° 57.436" N	47' 2° 26' 19.526" E
198	52° 55.496" N	49' 1° 34' 3.800" E	466	52° 56.343" N	47' 2° 26' 17.712" E
199	52° 56.003" N	49' 1° 34' 6.098" E	467	52° 55.181" N	47' 2° 26' 16.022" E
200	52° 56.486" N	49' 1° 34' 8.409" E	468	52° 53.953" N	47' 2° 26' 14.462" E
201	52° 56.944" N	49' 1° 34' 10.735" E	469	52° 53.316" N	47' 2° 26' 13.734" E
202	52° 57.378" N	49' 1° 34' 13.073" E	470	52° 52.000" N	47' 2° 26' 12.384" E
203	52° 57.786" N	49' 1° 34' 15.423" E	471	52° 51.322" N	47' 2° 26' 11.763" E
204	52° 58.171" N	49' 1° 34' 17.784" E	472	52° 49.931" N	47' 2° 26' 10.635" E
205	52° 58.530" N	49' 1° 34' 20.157" E	473	52° 48.498" N	47' 2° 26' 9.662" E
206	52° 58.864" N	49' 1° 34' 22.539" E	474	52° 47.030" N	47' 2° 26' 8.847" E

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207	52° 49' 59.173" N	1° 34' 24.930" E	475	52° 47' 45.531" N	2° 26' 8.195" E
208	52° 49' 59.456" N	1° 34' 27.330" E	476	52° 47' 44.124" N	2° 26' 7.739" E
209	52° 49' 59.714" N	1° 34' 29.738" E	477	52° 47' 42.819" N	2° 26' 7.446" E
210	52° 49' 59.947" N	1° 34' 32.153" E	478	52° 47' 42.518" N	2° 26' 7.422" E
211	52° 50' 0.154" N	1° 34' 34.574" E	479	52° 47' 40.198" N	2° 26' 6.759" E
212	52° 50' 0.336" N	1° 34' 37.001" E	480	52° 47' 32.505" N	2° 26' 6.180" E
213	52° 50' 0.492" N	1° 34' 39.433" E	481	52° 50' 2.151" N	2° 35' 9.316" E
214	52° 50' 0.623" N	1° 34' 41.869" E	482	52° 47' 39.858" N	2° 35' 10.667" E
215	52° 50' 0.727" N	1° 34' 44.308" E	483	52° 47' 38.680" N	2° 35' 10.728" E
216	52° 50' 0.806" N	1° 34' 46.750" E	484	52° 47' 37.466" N	2° 35' 10.917" E
217	52° 50' 0.859" N	1° 34' 49.193" E	485	52° 47' 36.261" N	2° 35' 11.231" E
218	52° 50' 0.887" N	1° 34' 51.638" E	486	52° 47' 35.071" N	2° 35' 11.670" E
219	52° 50' 0.888" N	1° 34' 54.083" E	487	52° 47' 33.900" N	2° 35' 12.231" E
220	52° 50' 0.864" N	1° 34' 56.528" E	488	52° 47' 32.753" N	2° 35' 12.912" E
221	52° 50' 0.814" N	1° 34' 58.972" E	489	52° 47' 31.634" N	2° 35' 13.711" E
222	52° 50' 0.739" N	1° 35' 1.414" E	490	52° 47' 30.547" N	2° 35' 14.623" E
223	52° 50' 0.637" N	1° 35' 3.854" E	491	52° 47' 29.498" N	2° 35' 15.647" E
224	52° 50' 0.510" N	1° 35' 6.290" E	492	52° 47' 28.489" N	2° 35' 16.777" E
225	52° 50' 0.357" N	1° 35' 8.722" E	493	52° 47' 27.525" N	2° 35' 18.010" E
226	52° 50' 0.178" N	1° 35' 11.150" E	494	52° 47' 26.611" N	2° 35' 19.340" E

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227	52° 59.974" N	49' 1° 35' 13.572" E	495	52° 25.748" N	47' 2° 35' 20.762" E
228	52° 59.745" N	49' 1° 35' 15.987" E	496	52° 24.942" N	47' 2° 35' 22.271" E
229	52° 59.490" N	49' 1° 35' 18.396" E	497	52° 24.194" N	47' 2° 35' 23.860" E
230	52° 59.209" N	49' 1° 35' 20.797" E	498	52° 23.509" N	47' 2° 35' 25.523" E
231	52° 58.903" N	49' 1° 35' 23.190" E	499	52° 22.888" N	47' 2° 35' 27.254" E
232	52° 58.573" N	49' 1° 35' 25.573" E	500	52° 22.334" N	47' 2° 35' 29.046" E
233	52° 58.217" N	49' 1° 35' 27.947" E	501	52° 21.849" N	47' 2° 35' 30.892" E
234	52° 57.836" N	49' 1° 35' 30.310" E	502	52° 21.436" N	47' 2° 35' 32.784" E
235	52° 57.430" N	49' 1° 35' 32.661" E	503	52° 21.096" N	47' 2° 35' 34.716" E
236	52° 56.999" N	49' 1° 35' 35.001" E	504	52° 20.829" N	47' 2° 35' 36.678" E
237	52° 56.544" N	49' 1° 35' 37.328" E	505	52° 20.638" N	47' 2° 35' 38.665" E
238	52° 56.064" N	49' 1° 35' 39.641" E	506	52° 20.523" N	47' 2° 35' 40.667" E
239	52° 55.560" N	49' 1° 35' 41.940" E	507	52° 20.485" N	47' 2° 35' 42.678" E
240	52° 55.032" N	49' 1° 35' 44.225" E	508	52° 20.523" N	47' 2° 35' 44.688" E
241	52° 54.480" N	49' 1° 35' 46.494" E	509	52° 20.637" N	47' 2° 35' 46.691" E
242	52° 53.904" N	49' 1° 35' 48.746" E	510	52° 20.743" N	47' 2° 35' 47.801" E
243	52° 53.304" N	49' 1° 35' 50.982" E	511	52° 20.744" N	47' 2° 35' 47.806" E
244	52° 52.681" N	49' 1° 35' 53.200" E	512	52° 21.786" N	47' 2° 35' 56.101" E
245	52° 52.034" N	49' 1° 35' 55.400" E	513	52° 20.763" N	48' 2° 43' 47.964" E
246	52° 51.868" N	49' 1° 35' 55.943" E	514	52° 21.026" N	48' 2° 43' 49.928" E

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247	52° 40.863" N	48' 1° 39' 22.453" E	515	52° 21.364" N	48' 2° 43' 51.862" E
248	52° 40.702" N	48' 1° 39' 22.924" E	516	52° 21.774" N	48' 2° 43' 53.756" E
249	52° 40.367" N	48' 1° 39' 23.994" E	517	52° 22.256" N	48' 2° 43' 55.605" E
250	52° 40.234" N	48' 1° 39' 24.393" E	518	52° 22.808" N	48' 2° 43' 57.400" E
251	52° 40.107" N	48' 1° 39' 24.797" E	519	52° 23.426" N	48' 2° 43' 59.134" E
252	52° 39.560" N	48' 1° 39' 26.596" E	520	52° 24.109" N	48' 2° 44' 0.800" E
253	52° 39.405" N	48' 1° 39' 27.124" E	521	52° 24.854" N	48' 2° 44' 2.393" E
254	52° 39.261" N	48' 1° 39' 27.661" E	522	52° 25.659" N	48' 2° 44' 3.905" E
255	52° 38.783" N	48' 1° 39' 29.512" E	523	52° 26.519" N	48' 2° 44' 5.331" E
256	52° 38.649" N	48' 1° 39' 30.055" E	524	52° 27.432" N	48' 2° 44' 6.665" E
257	52° 38.525" N	48' 1° 39' 30.606" E	525	52° 28.394" N	48' 2° 44' 7.902" E
258	52° 38.044" N	48' 1° 39' 32.861" E	526	52° 29.401" N	48' 2° 44' 9.037" E
259	52° 37.927" N	48' 1° 39' 33.484" E	527	52° 30.449" N	48' 2° 44' 10.065" E
260	52° 37.569" N	48' 1° 39' 35.557" E	528	52° 31.534" N	48' 2° 44' 10.983" E
261	52° 37.477" N	48' 1° 39' 36.124" E	529	52° 32.652" N	48' 2° 44' 11.786" E
262	52° 37.396" N	48' 1° 39' 36.696" E	530	52° 33.799" N	48' 2° 44' 12.472" E
263	52° 37.137" N	48' 1° 39' 38.662" E	531	52° 34.969" N	48' 2° 44' 13.037" E
264	52° 37.067" N	48' 1° 39' 39.237" E	532	52° 36.158" N	48' 2° 44' 13.481" E
265	52° 37.008" N	48' 1° 39' 39.816" E	533	52° 37.362" N	48' 2° 44' 13.800" E
266	52° 36.824" N	48' 1° 39' 41.805" E	534	52° 38.576" N	48' 2° 44' 13.994" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
267	52° 36.776" N	48' 1° 39' 42.387" E	535	52° 39.226" N	48' 2° 44' 14.030" E
268	52° 36.739" N	48' 1° 39' 42.971" E	536	52° 27.631" N	51' 2° 44' 14.043" E

#### Commencement Information

**I174** Sch. 11 Pt. 2 para. 6 in force at 5.3.2022, see [art. 1](#)

## PART 3

### Details of Licensed Marine Activities

**1.** Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to 11,475,000 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references HU213, HU214, HU215 and HU216 within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 9,000,000 m<sup>3</sup> for cable (including fibre optic cable) installation;
  - (ii) 75,000 m<sup>3</sup> for the offshore electrical platforms;
  - (iii) 1,900,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the Order limits excluding the Haisborough, Hammond and Winterton Special Area of Conservation; and
  - (iv) 500,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the part of the Haisborough, Hammond and Winterton Special Area of Conservation that falls within the Order limits;
- (e) the removal of static fishing equipment; and
- (f) the disposal of drill arisings in connection with any foundation drilling up to 14,137 m<sup>3</sup>.

#### Commencement Information

**I175** Sch. 11 Pt. 3 para. 1 in force at 5.3.2022, see [art. 1](#)

2.—(1) Such activities are authorised in relation to the construction, maintenance and operation of—

(2) *Work No. 2 (phase 1)* – up to two offshore electrical platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base.

(3) *Work No. 3 (phase 1)* – a network of subsea cables and fibre optic cables within the area shown on the works plan comprising Work No. 2 and for the transmission of electricity and electronic communications between the offshore electrical platforms including one or more cable crossings.

(4) *Work No. 4A (phase 1)* – up to four subsea export cables and fibre optic cables between Work No. 2 and Work No. 4B consisting of subsea cables and fibre optic cables along routes within the Order limits seaward of MHWS including one or more offshore cable crossings.

(5) *Work No. 4B (phase 1)* – up to four subsea export cables and fibre optic cables between Work No. 4A and Work No. 4C consisting of subsea cables and fibre optic cables along routes within the Order limits between MLWS and MHWS at Happisburgh South, North Norfolk.

(6) In connection with Work Nos. 2, 3, 4A and 4B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence.

(7) In connection with Work Nos. 2, 3, 4A and 4B, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

**Commencement Information**

**I176** Sch. 11 Pt. 3 para. 2 in force at 5.3.2022, see [art. 1](#)

## PART 4

### Conditions

#### Design parameters

1.—(1) The dimensions of any offshore electrical platform forming part of the authorised scheme (excluding towers, helipads, masts and cranes) must not exceed 100 metres in height when measured from HAT, 120 metres in length and 80 metres in width.

(2) In relation to an offshore electrical platform, each foundation using piles must not have—

- (a) more than 18 driven piles; or
- (b) a pile diameter which is more than five metres.

**Commencement Information**

**I177** Sch. 11 Pt. 4 para. 1 in force at 5.3.2022, see [art. 1](#)

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

2. In relation to the offshore electrical platform(s), the foundations must not have a combined seabed footprint area (excluding scour protection) of greater than 15,000m<sup>2</sup>. The total length of the cables and the area and volume of their cable protection must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>2</sup> and m<sup>3</sup>)</i>
Work No. 3 (Interconnector link)	150 kilometres	76,000m <sup>2</sup> 38,000 m <sup>3</sup>
Work No. 4A and 4B (export cable)	400 kilometres	102,086m <sup>2</sup> 59,836 m <sup>3</sup>

#### Commencement Information

**I178** Sch. 11 Pt. 4 para. 2 in force at 5.3.2022, see [art. 1](#)

#### Commencement Information

**I177** Sch. 11 Pt. 4 para. 1 in force at 5.3.2022, see [art. 1](#)

**I178** Sch. 11 Pt. 4 para. 2 in force at 5.3.2022, see [art. 1](#)

### Phasing of the authorised scheme

3.—(1) Taken together with works authorised and proposed to be constructed pursuant to licence 2 (transmission)—

- (a) the total number of offshore electrical platforms forming part of the authorised scheme must not exceed two;
- (b) the total amount of scour protection for the offshore electrical platforms forming part of the authorised scheme must not exceed 20,000m<sup>2</sup> and 100,000 m<sup>3</sup>; and
- (c) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 11,475,000 m<sup>3</sup>;
- (d) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 14,137m<sup>3</sup>;
- (e) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 2 of this licence; and
- (f) in the Haisborough, Hammond and Winterton Special Area of Conservation, the total area of cable protection must not exceed 32,000m<sup>2</sup> and the total volume of cable protection must not exceed 20,800m<sup>3</sup>.

(2) Prior to the commencement of the authorised scheme the undertaker must give notice to the MMO detailing—

- (a) whether the authorised scheme will be constructed—
  - (i) in a single offshore phase under this licence; or
  - (ii) in two offshore phases under this licence and licence 2 (transmission); and
- (b) where the authorised scheme will be constructed in two offshore phases, the total number of offshore electrical platforms to be constructed in each phase.



### Commencement Information

**I179** Sch. 11 Pt. 4 para. 3 in force at 5.3.2022, see [art. 1](#)

### Notifications and inspections

- 4.—(1) The undertaker must ensure that—
- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
    - (i) all agents and contractors notified to the MMO in accordance with condition 12; and
    - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 12; and
  - (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 12 are permitted to carry out the licensed activities.
- (3) Copies of this licence must also be available for inspection at the following locations—
- (a) the undertaker’s registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.
- (7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—
- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
  - (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities;
- and confirmation of notification must be provided to the MMO within five days.
- (8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 2 and the expected vessel routes from the construction ports to the relevant location. A second notice to mariners must be issued advising of the start date of Work Nos. 3, 4A and 4B and the route of the sub-sea cables and fibre optic cables. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 9(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within five days.

#### **Commencement Information**

**I180** Sch. 11 Pt. 4 para. 4 in force at 5.3.2022, see [art. 1](#)

#### **Aids to navigation**

5.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 9(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 4(11) and condition 4(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

**Commencement Information**

**I181** Sch. 11 Pt. 4 para. 5 in force at 5.3.2022, see [art. 1](#)

**Colouring of structures**

6.—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

**Commencement Information**

**I182** Sch. 11 Pt. 4 para. 6 in force at 5.3.2022, see [art. 1](#)

**Chemicals, drilling and debris**

7.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002(52) (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site references HU213, HU214, HU215 and HU216 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must undertake the survey agreed under condition 9(1)(h)(iii) following the swath-bathymetry survey referred to in condition 15(2)(b). Should any such obstructions resulting

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(52) [S.I. 2002/1355](#).

from burial of Work No. 4A or 4B (export cables and fibre optic cables) be identified which, in the reasonable opinion of the MMO, may be considered to interfere with fishing, the undertaker must take such steps to remove them as the MMO in its reasonable opinion may require.

(9) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(10) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(11) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

#### Commencement Information

**I183** Sch. 11 para. 7 in force at 5.3.2022, see [art. 1](#)

#### Force majeure

**8.—(1)** If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence, whether within or outside of the Order limits, because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

#### Commencement Information

**I184** Sch. 11 para. 8 in force at 5.3.2022, see [art. 1](#)

#### Pre-construction plans and documentation

**9.—(1)** The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—
  - (i) the proposed location and choice of foundation of all offshore electrical platforms;
  - (ii) the height, length and width of all offshore electrical platforms;
  - (iii) the length and arrangement of all cables (including fibre optic cables) comprising Work Nos. 3, 4A and 4B;
  - (iv) the dimensions of all foundations;
  - (v) the proposed layout of all offshore electrical platforms including any exclusion zones identified under sub-paragraph (1)(h)(iv);

- (vi) a plan showing the indicative layout of all offshore electrical platforms including all exclusion zones (insofar as not shown in (v) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv); and
  - (vii) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i);
- to ensure conformity with the description of Works No. 2, 3, 4A and 4B and compliance with conditions 1 to 3 above.
- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
    - (i) the proposed construction start date;
    - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
    - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 12, 13, 14 and 15; and
    - (iv) an indicative written construction programme for all offshore electrical platforms and cables including fibre optic cables comprised in the works at Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—
    - (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
    - (bb) at least four months prior to construction, detail on construction monitoring; and
    - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;unless otherwise agreed in writing with the MMO.
  - (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
    - (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
    - (ii) soft start procedures with specified duration periods;
    - (iii) offshore electrical platform location and installation, including scour protection;
    - (iv) cable (including fibre optic cable) installation;
    - (v) contractors;
    - (vi) vessels, vessels maintenance and vessels transit corridors; and
    - (vii) associated and ancillary works.
  - (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
    - (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;

- (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer; and
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities.
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub-paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) In the event that piled foundations are proposed to be used, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A cable specification, installation and monitoring plan, for the installation and protection of cables outside of the Haisborough, Hammond and Winterton Special Area of Conservation, to include—
- (i) technical specification of offshore cables (including fibre optic cable) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cable) laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques, including cable landfall and cable protection measures;
  - (iii) proposals for monitoring offshore cables including cable (including fibre optic cable) protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables; and
  - (iv) appropriate methods such as a trawl or drift net to be deployed along Work No. 4A and 4B (export cables and fibre optic cables), following the survey referred to in condition 15(2)(b) to assess any seabed obstructions resulting from burial of the export cables and fibre optic cables.
- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean low water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body (and, if relevant, North Norfolk District Council) to include—
- (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;

- (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO (and North Norfolk District Council where the report relates to the intertidal area) that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 13(2)(a) and in accordance with the offshore in principle monitoring plan.
  - (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
  - (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 5 for the lifetime of the authorised scheme.
  - (l) In the event that piled foundations are proposed to be used, a site integrity plan which accords with the principles set out in the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan , and which the MMO is satisfied would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.
- (2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.
- (3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed 5,000 KJ.

**Commencement Information**

**I185** Sch. 11 para. 9 in force at 5.3.2022, see [art. 1](#)

**10.**—(1) Any archaeological reports produced in accordance with condition 9(1)(h)(iii) must be agreed with the MMO in consultation with the statutory historic body (and, if relevant, North Norfolk District Council).

(2) The design plan required by condition 9(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 9 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 9.

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 9 as soon as practicable and in any event within a period of four months commencing on the date the application is received by the MMO.

(6) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 9, unless otherwise agreed in writing by the MMO.

(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

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**Commencement Information**

**I186** Sch. 11 para. 10 in force at 5.3.2022, see [art. 1](#)

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**Commencement Information**

**I185** Sch. 11 para. 9 in force at 5.3.2022, see [art. 1](#)

**I186** Sch. 11 para. 10 in force at 5.3.2022, see [art. 1](#)

### Post-construction plans and documents

**11.** The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MCA and UKHO.

.....  
**Commencement Information**

**I187** Sch. 11 para. 11 in force at 5.3.2022, see [art. 1](#)

### Reporting of engaged agents, contractors and vessels

**12.—(1)** The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.



**Commencement Information**

**I188** Sch. 11 para. 12 in force at 5.3.2022, see [art. 1](#)

**Pre-construction monitoring and surveys**

**13.**—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) appropriate surveys to determine the location and extent of any benthic communities/ benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works; and
- (b) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

**Commencement Information**

**I189** Sch. 11 para. 13 in force at 5.3.2022, see [art. 1](#)

**Construction monitoring**

**14.**—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey’s objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the

agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with Natural England, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) In the event that piled foundations are proposed to be used, details submitted in accordance with the in principle monitoring plan must include proposals for monitoring marine mammals.

#### **Commencement Information**

**I190** Sch. 11 para. 14 in force at 5.3.2022, see [art. 1](#)

#### **Post construction**

**15.**—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) a survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables including fibre optic cables have been buried or protected; and
- (c) or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 9(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables, the cable (including fibre optic cables) monitoring plan required under condition 9(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

**Commencement Information**

**I191** Sch. 11 para. 15 in force at 5.3.2022, see [art. 1](#)

**Reporting of impact pile driving**

**16.—(1)** Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the licensed activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s Forward Look requirements;
- (b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements; and
- (c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements.

(2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition—

“Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas; and

“Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

**Commencement Information**

**I192** Sch. 11 para. 16 in force at 5.3.2022, see [art. 1](#)

**Reporting of scour and cable protection**

**17.—(1)** Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

- (a) location of the cable protection and scour protection;
- (b) volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

**Commencement Information**

**I193** Sch. 11 para. 17 in force at 5.3.2022, see [art. 1](#)

**Restriction on cable installation construction works**

**18.** During the months of January to March inclusive, construction activities consisting of cable installation for Work No. 4A and Work No. 4B must only take place with one main cable laying vessel.

**Commencement Information**

**I194** Sch. 11 para. 18 in force at 5.3.2022, see [art. 1](#)

## SCHEDULE 12

Article 32

Deemed Licence under the 2009 Act – Transmission Assets (Licence 2 – Phase 2)

**PART 1****Interpretation**

**1.—(1)** In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017(**53**);

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work Nos. 2, 3, 4A, and 4B described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order;

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(53) [S.I. 2017/1013](#).

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“gravity base system” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

“in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

“jacket foundation” means a steel jacket/ lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 1 (transmission)” means the licence set out in Schedule 11 (deemed licence under the 2009 Act – transmission assets (licence 1 – phase 1));

“licensed activities” means the activities specified in Part 3 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable and any component part of any wind turbine generator, offshore electrical platform, accommodation platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

“offshore electrical platform” means a platform attached to the seabed by means of a foundation, with one or more decks, whether open or fully clad, accommodating electrical power transformers, switchgear, instrumentation, protection and control systems and other

associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Vanguard Offshore Wind Farm Order 2022;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of this Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“relevant site” means a European offshore marine site or a European site as defined in the 2017 Regulations;

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement.

“single offshore phase” means carrying out all offshore works as a single construction operation;

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Norfolk Vanguard Limited (Company No. 08141115) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“Work No. 4C” means the onshore transmission works at the landfall consisting of up to two transition jointing pits and up to four cables to be laid in ducts underground and associated fibre optic cables laid within cable ducts from MHWS at Happisburgh South, North Norfolk; and

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT); and
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary points of contact with the organisations listed below and the addresses for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing  
Lancaster House  
Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;

(c) Trinity House

Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900;

(e) Maritime and Coastguard Agency

Navigation Safety Branch  
Bay 2/20, Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

Tel: 020 3817 2426;

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244;

(g) Natural England

Area 1C, Nobel House

17 Smith Square

London

SW1P 2AL

Tel: 0300 060 4911;

(h) Historic England

Cannon Bridge

House 25

Dowgate Hill

London

EC4R 2YA

Tel: 020 7973 3700

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**Commencement Information**

**I195** Sch. 12 Pt. 1 para. 1 in force at 5.3.2022, see [art. 1](#)

## PART 2

### Licensed Marine Activities – General

**1.** This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

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**Commencement Information**

**I196** Sch. 12 Pt. 2 para. 1 in force at 5.3.2022, see [art. 1](#)

**2.** The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).



**Commencement Information**

**I197** Sch. 12 Pt. 2 para. 2 in force at 5.3.2022, see [art. 1](#)

3. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

**Commencement Information**

**I198** Sch. 12 Pt. 2 para. 3 in force at 5.3.2022, see [art. 1](#)

4. Any amendments to or variations from the approved plans, protocols or statements must be minor or immaterial and it must be demonstrated to the satisfaction of the MMO that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

**Commencement Information**

**I199** Sch. 12 Pt. 2 para. 4 in force at 5.3.2022, see [art. 1](#)

5. The substances or articles authorised for deposit at sea are—
- (a) iron and steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works; and
  - (g) marine coatings, other chemicals and timber.

**Commencement Information**

**I200** Sch. 12 Pt. 2 para. 5 in force at 5.3.2022, see [art. 1](#)

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 55' 0.308" N	3° 4' 42.589" E	269	52° 48' 1° 39' 45.198" N	36.617" E
2	52° 53.975" N	49' 3° 5' 22.789" E	270	52° 48' 1° 39' 45.442" N	36.608" E
3	52° 19.050" N	46' 3° 2' 16.682" E	271	52° 48' 1° 39' 58.227" N	36.111" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
4	52° 10.584" N	45' 2° 45' 33.989" E	272	52° 53.162" N	47' 1° 57' 17.842" E
5	52° 41.636" N	51' 2° 45' 34.220" E	273	52° 51.688" N	47' 1° 57' 48.405" E
6	53° 2' 36.817" N	2° 34' 16.309" E	274	52° 50.436" N	47' 1° 58' 0.642" E
7	52° 38.834" N	49' 2° 34' 15.809" E	275	52° 48.214" N	47' 1° 58' 12.320" E
8	52° 47.472" N	48' 2° 33' 28.343" E	276	52° 42.495" N	47' 1° 58' 33.820" E
9	52° 48' 3.133" N	2° 26' 37.427" E	277	52° 36.793" N	47' 1° 58' 49.157" E
10	52° 56' 9.089" N	2° 18' 33.231" E	278	52° 27.713" N	47' 1° 59' 7.719" E
11	52° 11.467" N	45' 2° 45' 30.454" E	279	52° 19.963" N	47' 1° 59' 19.409" E
12	52° 11.943" N	45' 2° 45' 28.711" E	280	52° 10.581" N	47' 1° 59' 30.409" E
13	52° 12.967" N	45' 2° 45' 25.281" E	281	52° 45' 3.401" N	2° 1' 51.874" E
14	52° 14.081" N	45' 2° 45' 21.928" E	282	52° 45' 3.127" N	2° 1' 52.189" E
15	52° 15.285" N	45' 2° 45' 18.661" E	283	52° 45' 2.287" N	2° 1' 53.183" E
16	52° 15.920" N	45' 2° 45' 17.061" E	284	52° 45' 1.635" N	2° 1' 53.925" E
17	52° 17.254" N	45' 2° 45' 13.933" E	285	52° 45' 1.351" N	2° 1' 54.277" E
18	52° 17.952" N	45' 2° 45' 12.407" E	286	52° 45' 0.388" N	2° 1' 55.510" E
19	52° 19.409" N	45' 2° 45' 9.432" E	287	52° 45' 0.110" N	2° 1' 55.877" E
20	52° 20.533" N	45' 2° 45' 7.335" E	288	52° 59.840" N	44' 2° 1' 56.258" E
21	52° 20.944" N	45' 2° 45' 6.567" E	289	52° 58.926" N	44' 2° 1' 57.587" E
22	52° 21.741" N	45' 2° 45' 5.178" E	290	52° 58.663" N	44' 2° 1' 57.982" E
23	52° 23.389" N	45' 2° 45' 2.488" E	291	52° 58.407" N	44' 2° 1' 58.390" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
24	52° 24.240" N	45' 2° 45' 1.188" E	292	52° 57.545" N	44' 2° 1' 59.812" E
25	52° 25.993" N	45' 2° 44' 58.685" E	293	52° 57.298" N	44' 2° 2' 0.233" E
26	52° 27.812" N	45' 2° 44' 56.313" E	294	52° 57.059" N	44' 2° 2' 0.667" E
27	52° 29.693" N	45' 2° 44' 54.076" E	295	52° 56.253" N	44' 2° 2' 2.175" E
28	52° 31.632" N	45' 2° 44' 51.980" E	296	52° 56.022" N	44' 2° 2' 2.621" E
29	52° 32.623" N	45' 2° 44' 50.985" E	297	52° 55.800" N	44' 2° 2' 3.078" E
30	52° 33.626" N	45' 2° 44' 50.027" E	298	52° 55.053" N	44' 2° 2' 4.667" E
31	52° 35.671" N	45' 2° 44' 48.223" E	299	52° 54.839" N	44' 2° 2' 5.136" E
32	52° 37.763" N	45' 2° 44' 46.570" E	300	52° 54.635" N	44' 2° 2' 5.615" E
33	52° 39.897" N	45' 2° 44' 45.071" E	301	52° 53.950" N	44' 2° 2' 7.278" E
34	52° 42.069" N	45' 2° 44' 43.731" E	302	52° 53.755" N	44' 2° 2' 7.768" E
35	52° 43.168" N	45' 2° 44' 43.121" E	303	52° 53.569" N	44' 2° 2' 8.268" E
36	52° 44.275" N	45' 2° 44' 42.551" E	304	52° 52.949" N	44' 2° 2' 9.998" E
37	52° 46.511" N	45' 2° 44' 41.534" E	305	52° 52.773" N	44' 2° 2' 10.507" E
38	52° 47.638" N	45' 2° 44' 41.087" E	306	52° 52.607" N	44' 2° 2' 11.025" E
39	52° 48.833" N	45' 2° 44' 40.681" E	307	52° 52.053" N	44' 2° 2' 12.816" E
40	52° 46' 9.781" N	2° 44' 40.687" E	308	52° 51.897" N	44' 2° 2' 13.343" E
41	52° 46.724" N	46' 2° 44' 40.696" E	309	52° 51.751" N	44' 2° 2' 13.877" E
42	52° 48.173" N	46' 2° 44' 40.696" E	310	52° 51.267" N	44' 2° 2' 15.722" E
43	52° 52.974" N	46' 2° 44' 40.698" E	311	52° 51.131" N	44' 2° 2' 16.263" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
44	52° 55.152" N	46' 2° 44' 40.698" E	312	52° 51.006" N	44' 2° 2' 16.812" E
45	52° 57.976" N	46' 2° 44' 40.699" E	313	52° 50.593" N	44' 2° 2' 18.703" E
46	52° 47' 0.395" N	2° 44' 40.053" E	314	52° 50.478" N	44' 2° 2' 19.257" E
47	52° 47' 1.558" N	2° 44' 39.624" E	315	52° 50.373" N	44' 2° 2' 19.818" E
48	52° 47' 1.970" N	2° 44' 39.479" E	316	52° 50.034" N	44' 2° 2' 21.747" E
49	52° 47' 2.003" N	2° 44' 39.463" E	317	52° 49.940" N	44' 2° 2' 22.313" E
50	52° 47' 3.144" N	2° 44' 38.936" E	318	52° 49.857" N	44' 2° 2' 22.883" E
51	52° 47' 4.295" N	2° 44' 38.272" E	319	52° 49.592" N	44' 2° 2' 24.844" E
52	52° 47' 4.681" N	2° 44' 38.004" E	320	52° 49.520" N	44' 2° 2' 25.418" E
53	52° 47' 4.998" N	2° 44' 37.816" E	321	52° 49.459" N	44' 2° 2' 25.996" E
54	52° 47' 5.524" N	2° 44' 37.450" E	322	52° 49.268" N	44' 2° 2' 27.980" E
55	52° 47' 6.616" N	2° 44' 36.554" E	323	52° 49.218" N	44' 2° 2' 28.561" E
56	52° 47' 7.671" N	2° 44' 35.546" E	324	52° 49.179" N	44' 2° 2' 29.143" E
57	52° 47' 8.686" N	2° 44' 34.431" E	325	52° 49.065" N	44' 2° 2' 31.144" E
58	52° 47' 9.657" N	2° 44' 33.214" E	326	52° 49.037" N	44' 2° 2' 31.728" E
59	52° 10.579" N	47' 2° 44' 31.898" E	327	52° 49.021" N	44' 2° 2' 32.314" E
60	52° 11.449" N	47' 2° 44' 30.489" E	328	52° 48.989" N	44' 2° 2' 34.021" E
61	52° 12.264" N	47' 2° 44' 28.993" E	329	52° 48.983" N	44' 2° 2' 34.638" E
62	52° 13.021" N	47' 2° 44' 27.415" E	330	52° 49.220" N	44' 2° 15' 49.970" E
63	52° 13.715" N	47' 2° 44' 25.762" E	331	52° 49.236" N	44' 2° 15' 51.345" E

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64	52° 14.346" N	47' 2° 44' 24.040" E	332	52° 49.268" N	44' 2° 15' 53.169" E
65	52° 14.910" N	47' 2° 44' 22.257" E	333	52° 49.284" N	44' 2° 15' 53.754" E
66	52° 15.404" N	47' 2° 44' 20.418" E	334	52° 49.311" N	44' 2° 15' 54.339" E
67	52° 15.784" N	47' 2° 44' 18.728" E	335	52° 49.422" N	44' 2° 15' 56.340" E
68	52° 15.918" N	47' 2° 44' 18.041" E	336	52° 49.460" N	44' 2° 15' 56.922" E
69	52° 16.179" N	47' 2° 44' 16.606" E	337	52° 49.509" N	44' 2° 15' 57.503" E
70	52° 16.456" N	47' 2° 44' 14.647" E	338	52° 49.680" N	44' 2° 15' 59.308" E
71	52° 16.520" N	47' 2° 44' 14.023" E	339	52° 49.731" N	44' 2° 15' 59.809" E
72	52° 16.658" N	47' 2° 44' 12.664" E	340	52° 49.791" N	44' 2° 16' 0.309" E
73	52° 16.784" N	47' 2° 44' 10.663" E	341	52° 51.112" N	44' 2° 16' 10.573" E
74	52° 16.834" N	47' 2° 44' 8.653" E	342	52° 51.112" N	44' 2° 16' 10.573" E
75	52° 16.807" N	47' 2° 44' 6.642" E	343	52° 49.555" N	45' 2° 23' 47.080" E
76	52° 16.703" N	47' 2° 44' 4.638" E	344	52° 49.556" N	45' 2° 23' 47.093" E
77	52° 16.559" N	47' 2° 44' 3.046" E	345	52° 49.762" N	45' 2° 23' 48.593" E
78	52° 15.589" N	47' 2° 43' 55.247" E	346	52° 50.105" N	45' 2° 23' 50.522" E
79	52° 14.341" N	47' 2° 43' 45.216" E	347	52° 50.521" N	45' 2° 23' 52.412" E
80	52° 13.615" N	47' 2° 43' 39.381" E	348	52° 51.008" N	45' 2° 23' 54.255" E
81	52° 13.538" N	47' 2° 43' 38.765" E	349	52° 51.565" N	45' 2° 23' 56.044" E
82	52° 46.039" N	43' 2° 16' 19.075" E	350	52° 52.188" N	45' 2° 23' 57.772" E
83	52° 45.182" N	43' 2° 16' 10.004" E	351	52° 52.876" N	45' 2° 23' 59.431" E

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84	52° 44.634" N	43' 2° 16' 0.162" E	352	52° 53.626" N	45' 2° 24' 1.017" E
85	52° 44.531" N	43' 2° 15' 54.221" E	353	52° 54.434" N	45' 2° 24' 2.521" E
86	52° 44.490" N	43' 2° 15' 51.462" E	354	52° 55.299" N	45' 2° 24' 3.939" E
87	52° 44.512" N	43' 2° 7' 23.550" E	355	52° 56.215" N	45' 2° 24' 5.265" E
88	52° 44.166" N	42' 2° 3' 14.512" E	356	52° 57.180" N	45' 2° 24' 6.493" E
89	52° 43.152" N	42' 2° 3' 9.802" E	357	52° 58.191" N	45' 2° 24' 7.619" E
90	52° 42.369" N	42' 2° 3' 4.946" E	358	52° 59.242" N	45' 2° 24' 8.639" E
91	52° 31.534" N	42' 2° 1' 44.644" E	359	52° 46' 0.330" N	2° 24' 9.547" E
92	52° 31.056" N	42' 2° 1' 40.338" E	360	52° 46' 1.450" N	2° 24' 10.341" E
93	52° 30.948" N	42' 2° 1' 39.044" E	361	52° 46' 2.598" N	2° 24' 11.017" E
94	52° 30.701" N	42' 2° 1' 34.686" E	362	52° 46' 3.770" N	2° 24' 11.573" E
95	52° 30.654" N	42' 2° 1' 30.309" E	363	52° 46' 4.960" N	2° 24' 12.007" E
96	52° 30.675" N	42' 2° 1' 29.003" E	364	52° 46' 6.165" N	2° 24' 12.317" E
97	52° 30.833" N	42' 2° 1' 25.173" E	365	52° 46' 7.380" N	2° 24' 12.501" E
98	52° 33.173" N	42' 2° 0' 49.768" E	366	52° 46' 8.022" N	2° 24' 12.532" E
99	52° 34.216" N	42' 2° 0' 40.941" E	367	52° 46' 9.762" N	2° 24' 12.670" E
100	52° 34.439" N	42' 2° 0' 39.649" E	368	52° 50' 9.656" N	2° 24' 31.707" E
101	52° 35.302" N	42' 2° 0' 35.379" E	369	52° 51' 3.549" N	2° 34' 15.864" E
102	52° 41.649" N	42' 2° 0' 7.655" E	370	52° 51' 3.486" N	2° 34' 19.188" E
103	52° 43.788" N	42' 2° 0' 0.073" E	371	52° 51' 3.295" N	2° 34' 22.530" E

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104	52° 44.149" N	42' 1° 59' 59.016" E	372	52° 51' 2.978" N	2° 34' 25.846" E
105	52° 45.445" N	42' 1° 59' 55.557" E	373	52° 51' 2.535" N	2° 34' 29.122" E
106	52° 55.437" N	42' 1° 59' 30.877" E	374	52° 51' 1.968" N	2° 34' 32.346" E
107	52° 55.855" N	42' 1° 59' 29.924" E	375	52° 51' 1.280" N	2° 34' 35.504" E
108	52° 58.378" N	42' 1° 59' 24.593" E	376	52° 51' 0.473" N	2° 34' 38.585" E
109	52° 58.842" N	42' 1° 59' 23.685" E	377	52° 59.551" N	50' 2° 34' 41.577" E
110	52° 43' 0.673" N	1° 59' 20.588" E	378	52° 58.516" N	50' 2° 34' 44.466" E
111	52° 43' 2.861" N	1° 59' 17.394" E	379	52° 57.374" N	50' 2° 34' 47.243" E
112	52° 17.859" N	43' 1° 58' 57.179" E	380	52° 56.129" N	50' 2° 34' 49.896" E
113	52° 19.625" N	43' 1° 58' 54.953" E	381	52° 54.785" N	50' 2° 34' 52.414" E
114	52° 21.284" N	43' 1° 58' 53.106" E	382	52° 53.348" N	50' 2° 34' 54.787" E
115	52° 21.796" N	43' 1° 58' 52.576" E	383	52° 51.823" N	50' 2° 34' 57.007" E
116	52° 23.547" N	43' 1° 58' 50.895" E	384	52° 50.218" N	50' 2° 34' 59.065" E
117	52° 46.103" N	45' 1° 56' 43.184" E	385	52° 48.537" N	50' 2° 35' 0.952" E
118	52° 46' 2.160" N	1° 56' 27.260" E	386	52° 46.788" N	50' 2° 35' 2.661" E
119	52° 46' 3.532" N	1° 56' 26.078" E	387	52° 44.977" N	50' 2° 35' 4.185" E
120	52° 17.577" N	46' 1° 56' 12.146" E	388	52° 43.112" N	50' 2° 35' 5.518" E
121	52° 37.038" N	46' 1° 55' 33.566" E	389	52° 41.200" N	50' 2° 35' 6.655" E
122	52° 51.513" N	46' 1° 54' 38.977" E	390	52° 39.248" N	50' 2° 35' 7.591" E
123	52° 58.151" N	46' 1° 53' 21.115" E	391	52° 37.265" N	50' 2° 35' 8.323" E

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124	52° 59.490" N	46' 1° 52' 52.341" E	392	52° 33.492" N	50' 2° 35' 9.272" E
125	52° 32.039" N	47' 1° 39' 38.159" E	393	52° 32.920" N	50' 2° 35' 9.346" E
126	52° 32.129" N	47' 1° 39' 36.152" E	394	52° 31.498" N	46' 2° 26' 1.301" E
127	52° 32.273" N	47' 1° 39' 33.526" E	395	52° 31.407" N	46' 2° 26' 1.294" E
128	52° 32.388" N	47' 1° 39' 31.565" E	396	52° 31.505" N	46' 2° 26' 1.330" E
129	52° 32.521" N	47' 1° 39' 29.607" E	397	52° 30.476" N	46' 2° 26' 1.280" E
130	52° 32.673" N	47' 1° 39' 27.652" E	398	52° 29.257" N	46' 2° 26' 1.347" E
131	52° 32.844" N	47' 1° 39' 25.702" E	399	52° 28.043" N	46' 2° 26' 1.540" E
132	52° 33.028" N	47' 1° 39' 23.714" E	400	52° 26.839" N	46' 2° 26' 1.859" E
133	52° 33.217" N	47' 1° 39' 21.768" E	401	52° 25.650" N	46' 2° 26' 2.301" E
134	52° 33.425" N	47' 1° 39' 19.828" E	402	52° 24.480" N	46' 2° 26' 2.866" E
135	52° 33.652" N	47' 1° 39' 17.893" E	403	52° 23.333" N	46' 2° 26' 3.551" E
136	52° 33.896" N	47' 1° 39' 15.964" E	404	52° 22.215" N	46' 2° 26' 4.353" E
137	52° 34.155" N	47' 1° 39' 13.999" E	405	52° 21.130" N	46' 2° 26' 5.269" E
138	52° 34.419" N	47' 1° 39' 12.073" E	406	52° 20.230" N	46' 2° 26' 6.150" E
139	52° 34.701" N	47' 1° 39' 10.153" E	407	52° 20.081" N	46' 2° 26' 6.296" E
140	52° 35.001" N	47' 1° 39' 8.241" E	408	52° 19.074" N	46' 2° 26' 7.430" E
141	52° 35.320" N	47' 1° 39' 6.337" E	409	52° 18.112" N	46' 2° 26' 8.665" E
142	52° 35.827" N	47' 1° 39' 3.397" E	410	52° 17.199" N	46' 2° 26' 9.998" E
143	52° 36.193" N	47' 1° 39' 1.398" E	411	52° 16.338" N	46' 2° 26' 11.422" E



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144	52° 36.599" N	47' 1° 38' 59.313" E	412	52° 15.534" N	46' 2° 26' 12.933" E
145	52° 37.000" N	47' 1° 38' 57.371" E	413	52° 14.788" N	46' 2° 26' 14.524" E
146	52° 37.497" N	47' 1° 38' 55.056" E	414	52° 14.105" N	46' 2° 26' 16.189" E
147	52° 37.906" N	47' 1° 38' 53.193" E	415	52° 13.486" N	46' 2° 26' 17.921" E
148	52° 38.332" N	47' 1° 38' 51.340" E	416	52° 12.935" N	46' 2° 26' 19.714" E
149	52° 38.777" N	47' 1° 38' 49.499" E	417	52° 12.453" N	46' 2° 26' 21.561" E
150	52° 39.239" N	47' 1° 38' 47.670" E	418	52° 12.042" N	46' 2° 26' 23.454" E
151	52° 59.902" N	48' 1° 33' 32.091" E	419	52° 11.704" N	46' 2° 26' 25.386" E
152	52° 49' 1.602" N	1° 33' 25.973" E	420	52° 11.440" N	46' 2° 26' 27.349" E
153	52° 49' 2.819" N	1° 33' 19.121" E	421	52° 11.252" N	46' 2° 26' 29.335" E
154	52° 49' 3.674" N	1° 33' 13.073" E	422	52° 11.139" N	46' 2° 26' 31.337" E
155	52° 49' 3.797" N	1° 33' 6.096" E	423	52° 11.103" N	46' 2° 26' 33.346" E
156	52° 49' 2.898" N	1° 32' 57.549" E	424	52° 11.144" N	46' 2° 26' 35.356" E
157	52° 49' 4.139" N	1° 32' 54.271" E	425	52° 11.261" N	46' 2° 26' 37.357" E
158	52° 49' 4.845" N	1° 32' 52.212" E	426	52° 11.399" N	46' 2° 26' 38.780" E
159	52° 49' 5.188" N	1° 32' 51.467" E	427	52° 11.399" N	46' 2° 26' 38.781" E
160	52° 49' 6.147" N	1° 32' 49.575" E	428	52° 11.399" N	46' 2° 26' 38.782" E
161	52° 49' 7.035" N	1° 32' 47.473" E	429	52° 47' 4.976" N	2° 33' 42.433" E
162	52° 49' 7.208" N	1° 32' 46.999" E	430	52° 47' 5.398" N	2° 33' 45.780" E
163	52° 49' 8.015" N	1° 32' 44.486" E	431	52° 47' 6.051" N	2° 33' 50.967" E

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164	52° 49' 8.663" N	1° 32' 42.319" E	432	52° 47' 6.366" N	2° 33' 53.472" E
165	52° 49' 8.910" N	1° 32' 41.417" E	433	52° 47' 6.366" N	2° 33' 53.472" E
166	52° 49' 9.102" N	1° 32' 41.019" E	434	52° 47' 6.366" N	2° 33' 53.473" E
167	52° 49' 9.635" N	1° 32' 40.648" E	435	52° 47' 6.675" N	2° 33' 55.224" E
168	52° 49' 9.807" N	1° 32' 40.345" E	436	52° 47' 7.088" N	2° 33' 57.116" E
169	52° 49' 9.768" N	1° 32' 39.737" E	437	52° 47' 7.573" N	2° 33' 58.962" E
170	52° 49' 9.855" N	1° 32' 38.941" E	438	52° 47' 8.126" N	2° 34' 0.754" E
171	52° 49' 10.086" N	1° 32' 38.247" E	439	52° 47' 8.747" N	2° 34' 2.485" E
172	52° 49' 10.218" N	1° 32' 37.939" E	440	52° 47' 9.433" N	2° 34' 4.148" E
173	52° 49' 10.691" N	1° 32' 36.993" E	441	52° 47' 10.180" N	2° 34' 5.737" E
174	52° 49' 11.553" N	1° 32' 35.417" E	442	52° 47' 10.987" N	2° 34' 7.246" E
175	52° 49' 12.200" N	1° 32' 33.887" E	443	52° 47' 11.849" N	2° 34' 8.668" E
176	52° 49' 12.742" N	1° 32' 32.736" E	444	52° 47' 12.764" N	2° 34' 9.998" E
177	52° 49' 13.080" N	1° 32' 31.922" E	445	52° 47' 13.727" N	2° 34' 11.230" E
178	52° 49' 13.507" N	1° 32' 31.040" E	446	52° 47' 14.736" N	2° 34' 12.361" E
179	52° 49' 14.325" N	1° 32' 29.767" E	447	52° 47' 15.785" N	2° 34' 13.384" E
180	52° 49' 14.340" N	1° 32' 29.796" E	448	52° 47' 16.872" N	2° 34' 14.297" E
181	52° 49' 15.178" N	1° 32' 31.478" E	449	52° 47' 17.991" N	2° 34' 15.096" E
182	52° 49' 15.638" N	1° 32' 32.401" E	450	52° 47' 19.138" N	2° 34' 15.777" E
183	52° 45.178" N	1° 33' 31.705" E	451	52° 20.309" N	2° 34' 16.338" E

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184	52° 45.944" N	49' 1° 33' 33.513" E	452	52° 21.499" N	47' 2° 34' 16.777" E
185	52° 46.772" N	49' 1° 33' 35.540" E	453	52° 22.704" N	47' 2° 34' 17.091" E
186	52° 47.579" N	49' 1° 33' 37.591" E	454	52° 23.918" N	47' 2° 34' 17.280" E
187	52° 48.363" N	49' 1° 33' 39.664" E	455	52° 25.496" N	47' 2° 34' 17.365" E
188	52° 49.126" N	49' 1° 33' 41.760" E	456	52° 48' 2.953" N	2° 26' 36.184" E
189	52° 49.866" N	49' 1° 33' 43.878" E	457	52° 48' 2.518" N	2° 26' 33.730" E
190	52° 50.585" N	49' 1° 33' 46.016" E	458	52° 48' 1.985" N	2° 26' 31.328" E
191	52° 51.280" N	49' 1° 33' 48.175" E	459	52° 48' 1.357" N	2° 26' 28.991" E
192	52° 51.952" N	49' 1° 33' 50.354" E	460	52° 48' 1.009" N	2° 26' 27.849" E
193	52° 52.602" N	49' 1° 33' 52.551" E	461	52° 48' 0.243" N	2° 26' 25.626" E
194	52° 53.228" N	49' 1° 33' 54.767" E	462	52° 59.827" N	47' 2° 26' 24.547" E
195	52° 53.831" N	49' 1° 33' 57.000" E	463	52° 58.931" N	47' 2° 26' 22.461" E
196	52° 54.410" N	49' 1° 33' 59.251" E	464	52° 57.954" N	47' 2° 26' 20.477" E
197	52° 54.965" N	49' 1° 34' 1.518" E	465	52° 57.436" N	47' 2° 26' 19.526" E
198	52° 55.496" N	49' 1° 34' 3.800" E	466	52° 56.343" N	47' 2° 26' 17.712" E
199	52° 56.003" N	49' 1° 34' 6.098" E	467	52° 55.181" N	47' 2° 26' 16.022" E
200	52° 56.486" N	49' 1° 34' 8.409" E	468	52° 53.953" N	47' 2° 26' 14.462" E
201	52° 56.944" N	49' 1° 34' 10.735" E	469	52° 53.316" N	47' 2° 26' 13.734" E
202	52° 57.378" N	49' 1° 34' 13.073" E	470	52° 52.000" N	47' 2° 26' 12.384" E
203	52° 57.786" N	49' 1° 34' 15.423" E	471	52° 51.322" N	47' 2° 26' 11.763" E

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204	52° 58.171" N	49' 1° 34' 17.784" E	472	52° 49.931" N	47' 2° 26' 10.635" E
205	52° 58.530" N	49' 1° 34' 20.157" E	473	52° 48.498" N	47' 2° 26' 9.662" E
206	52° 58.864" N	49' 1° 34' 22.539" E	474	52° 47.030" N	47' 2° 26' 8.847" E
207	52° 59.173" N	49' 1° 34' 24.930" E	475	52° 45.531" N	47' 2° 26' 8.195" E
208	52° 59.456" N	49' 1° 34' 27.330" E	476	52° 44.124" N	47' 2° 26' 7.739" E
209	52° 59.714" N	49' 1° 34' 29.738" E	477	52° 42.819" N	47' 2° 26' 7.446" E
210	52° 59.947" N	49' 1° 34' 32.153" E	478	52° 42.518" N	47' 2° 26' 7.422" E
211	52° 50' 0.154" N	1° 34' 34.574" E	479	52° 40.198" N	47' 2° 26' 6.759" E
212	52° 50' 0.336" N	1° 34' 37.001" E	480	52° 32.505" N	47' 2° 26' 6.180" E
213	52° 50' 0.492" N	1° 34' 39.433" E	481	52° 50' 2.151" N	2° 35' 9.316" E
214	52° 50' 0.623" N	1° 34' 41.869" E	482	52° 39.858" N	47' 2° 35' 10.667" E
215	52° 50' 0.727" N	1° 34' 44.308" E	483	52° 38.680" N	47' 2° 35' 10.728" E
216	52° 50' 0.806" N	1° 34' 46.750" E	484	52° 37.466" N	47' 2° 35' 10.917" E
217	52° 50' 0.859" N	1° 34' 49.193" E	485	52° 36.261" N	47' 2° 35' 11.231" E
218	52° 50' 0.887" N	1° 34' 51.638" E	486	52° 35.071" N	47' 2° 35' 11.670" E
219	52° 50' 0.888" N	1° 34' 54.083" E	487	52° 33.900" N	47' 2° 35' 12.231" E
220	52° 50' 0.864" N	1° 34' 56.528" E	488	52° 32.753" N	47' 2° 35' 12.912" E
221	52° 50' 0.814" N	1° 34' 58.972" E	489	52° 31.634" N	47' 2° 35' 13.711" E
222	52° 50' 0.739" N	1° 35' 1.414" E	490	52° 30.547" N	47' 2° 35' 14.623" E
223	52° 50' 0.637" N	1° 35' 3.854" E	491	52° 29.498" N	47' 2° 35' 15.647" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
224	52° 50' 0.510" N	1° 35' 6.290" E	492	52° 28.489" N	47' 2° 35' 16.777" E
225	52° 50' 0.357" N	1° 35' 8.722" E	493	52° 27.525" N	47' 2° 35' 18.010" E
226	52° 50' 0.178" N	1° 35' 11.150" E	494	52° 26.611" N	47' 2° 35' 19.340" E
227	52° 59.974" N	49' 1° 35' 13.572" E	495	52° 25.748" N	47' 2° 35' 20.762" E
228	52° 59.745" N	49' 1° 35' 15.987" E	496	52° 24.942" N	47' 2° 35' 22.271" E
229	52° 59.490" N	49' 1° 35' 18.396" E	497	52° 24.194" N	47' 2° 35' 23.860" E
230	52° 59.209" N	49' 1° 35' 20.797" E	498	52° 23.509" N	47' 2° 35' 25.523" E
231	52° 58.903" N	49' 1° 35' 23.190" E	499	52° 22.888" N	47' 2° 35' 27.254" E
232	52° 58.573" N	49' 1° 35' 25.573" E	500	52° 22.334" N	47' 2° 35' 29.046" E
233	52° 58.217" N	49' 1° 35' 27.947" E	501	52° 21.849" N	47' 2° 35' 30.892" E
234	52° 57.836" N	49' 1° 35' 30.310" E	502	52° 21.436" N	47' 2° 35' 32.784" E
235	52° 57.430" N	49' 1° 35' 32.661" E	503	52° 21.096" N	47' 2° 35' 34.716" E
236	52° 56.999" N	49' 1° 35' 35.001" E	504	52° 20.829" N	47' 2° 35' 36.678" E
237	52° 56.544" N	49' 1° 35' 37.328" E	505	52° 20.638" N	47' 2° 35' 38.665" E
238	52° 56.064" N	49' 1° 35' 39.641" E	506	52° 20.523" N	47' 2° 35' 40.667" E
239	52° 55.560" N	49' 1° 35' 41.940" E	507	52° 20.485" N	47' 2° 35' 42.678" E
240	52° 55.032" N	49' 1° 35' 44.225" E	508	52° 20.523" N	47' 2° 35' 44.688" E
241	52° 54.480" N	49' 1° 35' 46.494" E	509	52° 20.637" N	47' 2° 35' 46.691" E
242	52° 53.904" N	49' 1° 35' 48.746" E	510	52° 20.743" N	47' 2° 35' 47.801" E
243	52° 53.304" N	49' 1° 35' 50.982" E	511	52° 20.744" N	47' 2° 35' 47.806" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
244	52° 52.681" N	49' 1° 35' 53.200" E	512	52° 21.786" N	47' 2° 35' 56.101" E
245	52° 52.034" N	49' 1° 35' 55.400" E	513	52° 20.763" N	48' 2° 43' 47.964" E
246	52° 51.868" N	49' 1° 35' 55.943" E	514	52° 21.026" N	48' 2° 43' 49.928" E
247	52° 40.863" N	48' 1° 39' 22.453" E	515	52° 21.364" N	48' 2° 43' 51.862" E
248	52° 40.702" N	48' 1° 39' 22.924" E	516	52° 21.774" N	48' 2° 43' 53.756" E
249	52° 40.367" N	48' 1° 39' 23.994" E	517	52° 22.256" N	48' 2° 43' 55.605" E
250	52° 40.234" N	48' 1° 39' 24.393" E	518	52° 22.808" N	48' 2° 43' 57.400" E
251	52° 40.107" N	48' 1° 39' 24.797" E	519	52° 23.426" N	48' 2° 43' 59.134" E
252	52° 39.560" N	48' 1° 39' 26.596" E	520	52° 24.109" N	48' 2° 44' 0.800" E
253	52° 39.405" N	48' 1° 39' 27.124" E	521	52° 24.854" N	48' 2° 44' 2.393" E
254	52° 39.261" N	48' 1° 39' 27.661" E	522	52° 25.659" N	48' 2° 44' 3.905" E
255	52° 38.783" N	48' 1° 39' 29.512" E	523	52° 26.519" N	48' 2° 44' 5.331" E
256	52° 38.649" N	48' 1° 39' 30.055" E	524	52° 27.432" N	48' 2° 44' 6.665" E
257	52° 38.525" N	48' 1° 39' 30.606" E	525	52° 28.394" N	48' 2° 44' 7.902" E
258	52° 38.044" N	48' 1° 39' 32.861" E	526	52° 29.401" N	48' 2° 44' 9.037" E
259	52° 37.927" N	48' 1° 39' 33.484" E	527	52° 30.449" N	48' 2° 44' 10.065" E
260	52° 37.569" N	48' 1° 39' 35.557" E	528	52° 31.534" N	48' 2° 44' 10.983" E
261	52° 37.477" N	48' 1° 39' 36.124" E	529	52° 32.652" N	48' 2° 44' 11.786" E
262	52° 37.396" N	48' 1° 39' 36.696" E	530	52° 33.799" N	48' 2° 44' 12.472" E
263	52° 37.137" N	48' 1° 39' 38.662" E	531	52° 34.969" N	48' 2° 44' 13.037" E

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
264	52° 37.067" N	48' 1° 39' 39.237" E	532	52° 36.158" N	48' 2° 44' 13.481" E
265	52° 37.008" N	48' 1° 39' 39.816" E	533	52° 37.362" N	48' 2° 44' 13.800" E
266	52° 36.824" N	48' 1° 39' 41.805" E	534	52° 38.576" N	48' 2° 44' 13.994" E
267	52° 36.776" N	48' 1° 39' 42.387" E	535	52° 39.226" N	48' 2° 44' 14.030" E
268	52° 36.739" N	48' 1° 39' 42.971" E	536	52° 27.631" N	51' 2° 44' 14.043" E

**Commencement Information**

**I201** Sch. 12 Pt. 2 para. 6 in force at 5.3.2022, see [art. 1](#)

**PART 3****Details of Licensed Marine Activities**

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to 11,475,000 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references HU213, HU214, HU215 and HU216 within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 9,000,000 m<sup>3</sup> for cable (including fibre optic cable) installation;
  - (ii) 75,000 m<sup>3</sup> for the offshore electrical platforms;
  - (iii) 1,900,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the Order limits excluding the Haisborough, Hammond and Winterton Special Area of Conservation; and
  - (iv) 500,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the part of the Haisborough, Hammond and Winterton Special Area of Conservation that falls within the Order limits;
- (e) the removal of static fishing equipment; and
- (f) the disposal of drill arisings in connection with any foundation drilling up to 14,137 m<sup>3</sup>.

**Commencement Information**

**I202** Sch. 12 Pt. 3 para. 1 in force at 5.3.2022, see [art. 1](#)

2.—(1) Such activities are authorised in relation to the construction, maintenance and operation of—

(2) *Work No. 2 (phase 2)* – up to two offshore electrical platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base.

(3) *Work No. 3 (phase 2)* – a network of subsea cables and fibre optic cables within the area shown on the works plan comprising Work No. 2 and for the transmission of electricity and electronic communications between the offshore electrical platforms including one or more cable crossings.

(4) *Work No. 4A (phase 2)* – up to four subsea export cables and fibre optic cables between Work No. 2 and Work No. 4B consisting of subsea cables and fibre optic cables along routes within the Order limits seaward of MHWS including one or more offshore cable crossings.

(5) *Work No. 4B (phase 2)* – up to four subsea export cables and fibre optic cables between Work No. 4A and Work No. 4C consisting of subsea cables and fibre optic cables along routes within the Order limits between MLWS and MHWS at Happisburgh South, North Norfolk.

(6) In connection with Work Nos. 2, 3, 4A and 4B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence.

(7) In connection with such Work Nos. 2, 3, 4A and 4B, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

**Commencement Information**

**I203** Sch. 12 Pt. 3 para. 2 in force at 5.3.2022, see [art. 1](#)

## PART 4

### Conditions

#### Design parameters

1.—(1) The dimensions of any offshore electrical platform forming part of the authorised scheme (excluding towers, helipads, masts and cranes) must not exceed 100 metres in height when measured from HAT, 120 metres in length and 80 metres in width.

(2) In relation to an offshore electrical platform, each foundation using piles must not have—

- (a) more than 18 driven piles; or
- (b) a pile diameter which is more than five metres.



(3) In relation to an offshore electrical platform, the foundations must not have a seabed footprint area (excluding scour protection) of greater than 15,000 m<sup>2</sup>.

**Commencement Information**

**I204** Sch. 12 Pt. 4 para. 1 in force at 5.3.2022, see [art. 1](#)

2. The total length of the cables and the area and volume of their cable protection must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>2</sup> and m<sup>3</sup>)</i>
Work No. 3 (Interconnector link)	150 kilometres	76,000m <sup>2</sup> 38,000 m <sup>3</sup>
Work No. 4A and 4B (export cable)	400 kilometres	102,086m <sup>2</sup> 59,836 m <sup>3</sup>

**Commencement Information**

**I205** Sch. 12 Pt. 4 para. 2 in force at 5.3.2022, see [art. 1](#)

**Commencement Information**

**I204** Sch. 12 Pt. 4 para. 1 in force at 5.3.2022, see [art. 1](#)

**I205** Sch. 12 Pt. 4 para. 2 in force at 5.3.2022, see [art. 1](#)

**Phasing of the authorised scheme**

3.—(1) Taken together with works authorised and proposed to be constructed pursuant to licence 1 (transmission)—

- (a) the total number of offshore electrical platforms forming part of the authorised scheme must not exceed two;
- (b) the total amount of scour protection for the offshore electrical platforms forming part of the authorised scheme must not exceed 20,000m<sup>2</sup> and 100,000 m<sup>3</sup>; and
- (c) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 11,475,000 m<sup>3</sup>;
- (d) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 14,137 m<sup>3</sup>;
- (e) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 2 of this licence; and
- (f) in the Haisborough, Hammond and Winterton Special Area of Conservation, the total area of cable protection must not exceed 32,000m<sup>2</sup> and the total volume of cable protection must not exceed 20,800m<sup>3</sup>.

(2) Prior to the commencement of the authorised scheme the undertaker must give notice to the MMO detailing—

- (a) whether the authorised scheme will be constructed—

- (i) in a single offshore phase under this licence; or
- (ii) in two offshore phases under this licence and licence 1 (transmission); and
- (b) where the authorised scheme will be constructed in two offshore phases, the total number of offshore electrical platforms to be constructed in each phase.

**Commencement Information**

**I206** Sch. 12 Pt. 4 para. 3 in force at 5.3.2022, see [art. 1](#)

**Notifications and inspections**

- 4.—(1) The undertaker must ensure that—
- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
    - (i) all agents and contractors notified to the MMO in accordance with condition 12; and
    - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 12;
  - (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 12 are permitted to carry out the licensed activities.
- (3) Copies of this licence must also be available for inspection at the following locations—
- (a) the undertaker’s registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.
- (7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—
- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
  - (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities;
- and confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 2 and the expected vessel routes from the construction ports to the relevant location. A second notice to mariners must be issued advising of the start date of Work Nos. 3, 4A and 4B and the route of the sub-sea cables and fibre optic cables. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 9(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within five days.

#### **Commencement Information**

**I207** Sch. 12 Pt. 4 para. 4 in force at 5.3.2022, see [art. 1](#)

#### **Aids to navigation**

**5.—(1)** The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 9(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 4(11) and condition 4(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

**Commencement Information**

**I208** Sch. 12 Pt. 4 para. 5 in force at 5.3.2022, see [art. 1](#)

**Colouring of structures**

6.—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

**Commencement Information**

**I209** Sch. 12 Pt. 4 para. 6 in force at 5.3.2022, see [art. 1](#)

**Chemicals, drilling and debris**

7.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002(**54**) (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site references HU213, HU214, HU215 and HU216 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation

(54) [S.I. 2002/1355](#).

or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must undertake the survey agreed under condition 9(1)(h)(iii) following the swath-bathymetry survey referred to in condition 15(2)(b). Should any such obstructions resulting from burial of Work No. 4A or 4B (export cables and fibre optic cables) be identified which, in the reasonable opinion of the MMO, may be considered to interfere with fishing, the undertaker must take such steps to remove them as the MMO in its reasonable opinion may require.

(9) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(10) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(11) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

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**Commencement Information**

**I210** Sch. 12 para. 7 in force at 5.3.2022, see [art. 1](#)

**Force majeure**

**8.—**(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence, whether within or outside of the Order limits, because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

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**Commencement Information**

**I211** Sch. 12 para. 8 in force at 5.3.2022, see [art. 1](#)

**Pre-construction plans and documentation**

**9.—**(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

(a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—

- (i) the proposed location and choice of foundation of all offshore electrical platforms;
- (ii) the height, length and width of all offshore electrical platforms;

- (iii) the length and arrangement of all cables (including fibre optic cables) comprising Work Nos. 3, 4A and 4B;
  - (iv) the dimensions of all foundations;
  - (v) the proposed layout of all offshore electrical platforms including any exclusion zones identified under sub-paragraph (1)(h)(iv);
  - (vi) a plan showing the indicative layout of all offshore electrical platforms including all exclusion zones (insofar as not shown in (v) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv); and
  - (vii) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i);
- to ensure conformity with the description of Works No. 2, 3, 4A and 4B and compliance with conditions 1 to 3 above.
- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
- (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 12, 13, 14 and 15; and
  - (iv) an indicative written construction programme for all offshore electrical platforms and cables including fibre optic cables comprised in the works at Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—
- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
  - (bb) at least four months prior to construction, detail on construction monitoring; and
  - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
- unless otherwise agreed in writing with the MMO.
- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
- (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
  - (ii) soft start procedures with specified duration periods;
  - (iii) offshore electrical platform location and installation, including scour protection;
  - (iv) cable (including fibre optic cable) installation;
  - (v) contractors;
  - (vi) vessels, vessels maintenance and vessels transit corridors; and
  - (vii) associated and ancillary works.

- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
  - (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer; and
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities.
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub-paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) In the event that piled foundations are proposed to be used, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A cable specification, installation and monitoring plan, for the installation and protection of cables outside of the Haisborough, Hammond and Winterton Special Area of Conservation, to include—
  - (i) technical specification of offshore cables (including fibre optic cable) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cable) laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques, including cable landfall and cable protection measures;
  - (iii) proposals for monitoring offshore cables including cable (including fibre optic cable) protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables; and
  - (iv) appropriate methods such as a trawl or drift net to be deployed along Work No. 4A and 4B (export cables and fibre optic cables), following the survey referred to in condition 15(2)(b) to assess any seabed obstructions resulting from burial of the export cables and fibre optic cables.
- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean low water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body (and, if relevant, North Norfolk District Council) to include—
  - (i) details of responsibilities of the undertaker, archaeological consultant and contractor;

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

- (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO (and North Norfolk District Council where the report relates to the intertidal area) that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 13(2)(a) and in accordance with the offshore in principle monitoring plan.
  - (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
  - (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 5 for the lifetime of the authorised scheme.
  - (l) In the event that piled foundations are proposed to be used, a site integrity plan which accords with the principles set out in the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation Site Integrity Plan , and which the MMO is satisfied would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.
- (2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.
- (3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed 5,000KJ.



**Commencement Information**

**I212** Sch. 12 para. 9 in force at 5.3.2022, see [art. 1](#)

**10.**—(1) Any archaeological reports produced in accordance with condition 9(1)(h)(iii) must be agreed with the MMO in consultation with the statutory historic body (and, if relevant, North Norfolk District Council).

(2) The design plan required by condition 9(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 9 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 9.

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 9 as soon as practicable and in any event within a period of four months commencing on the date the application is received by the MMO.

(6) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 9, unless otherwise agreed in writing by the MMO.

(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

**Commencement Information**

**I213** Sch. 12 para. 10 in force at 5.3.2022, see [art. 1](#)

**Commencement Information**

**I212** Sch. 12 para. 9 in force at 5.3.2022, see [art. 1](#)

**I213** Sch. 12 para. 10 in force at 5.3.2022, see [art. 1](#)

**Post-construction plans and documents**

**11.** The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MCA and UKHO.

**Commencement Information**

**I214** Sch. 12 para. 11 in force at 5.3.2022, see [art. 1](#)

**Reporting of engaged agents, contractors and vessels**

12.—(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

**Commencement Information**

I215 Sch. 12 para. 12 in force at 5.3.2022, see [art. 1](#)

**Pre-construction monitoring and surveys**

13.—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) appropriate surveys to determine the location and extent of any benthic communities/ benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works; and
- (b) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

**Commencement Information**

I216 Sch. 12 para. 13 in force at 5.3.2022, see [art. 1](#)

## Construction monitoring

14.—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with Natural England, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) In the event that piled foundations are proposed to be used, the details submitted in accordance with the offshore in principle monitoring plan must include proposals for monitoring marine mammals.

### Commencement Information

I217 Sch. 12 para. 14 in force at 5.3.2022, see [art. 1](#)

## Post construction

15.—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake-

- (a) a survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables including fibre optic cables have been buried or protected; and

(c) or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 9(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables, the cable (including fibre optic cables) monitoring plan required under condition 9(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

#### Commencement Information

**I218** Sch. 12 para. 15 in force at 5.3.2022, see [art. 1](#)

### Reporting of impact pile driving

**16.**—(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the licensed activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s Forward Look requirements;
- (b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements; and
- (c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements.

(2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition—

- (a) “Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas; and
- (b) “Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

#### Commencement Information

**I219** Sch. 12 para. 16 in force at 5.3.2022, see [art. 1](#)

### Reporting of cable protection

**17.**—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection used for the authorised scheme.

(2) The report must include the following information—

- (a) location of the cable protection;
- (b) volume of cable protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

**Commencement Information**

**I220** Sch. 12 para. 17 in force at 5.3.2022, see [art. 1](#)

**Restriction on cable installation construction works**

**18.** During the months of January to March inclusive, construction activities consisting of cable installation for Work No. 4A and Work No. 4B must only take place with one main cable laying vessel.

**Commencement Information**

**I221** Sch. 12 para. 18 in force at 5.3.2022, see [art. 1](#)

SCHEDULE 13

Article 35

Hedgerows

PART 1

Removal of Potentially Important Hedgerows

**Commencement Information**

**I222** Sch. 13 Pt. 1 in force at 5.3.2022, see [art. 1](#)

<i>(1)</i> Area	<i>(2)</i> Reference of hedgerow
District of North Norfolk	The potentially important hedgerow marked 9 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 10 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 11 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 12 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 13 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of North Norfolk	The potentially important hedgerow marked 14 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 15 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 16 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 17 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 18 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 19 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 20 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 21 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 22 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 25 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 27 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 28 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 29 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 30 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 31 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 32 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 33 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 39 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 40 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 41 on the important hedgerows plan

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of North Norfolk	The potentially important hedgerow marked 42 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 43 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 44 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 45 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 46 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 47 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 48 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 54 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 55 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 56 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 57 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 58 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 59 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 60 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 61 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 62 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 63 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 69 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 70 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 71 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of North Norfolk	The potentially important hedgerow marked 72 on the important hedgerows plan
District of North Norfolk	The potentially important hedgerow marked 81 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 88 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 89 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 90 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 91 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 92 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 93 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 94 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 95 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 96 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 97 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 98 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 99 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 100 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 101 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 102 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 103 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 104 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 105 on the important hedgerows plan



<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of Broadland	The potentially important hedgerow marked 106 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 107 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 108 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 109 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 113 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 114 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 116 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 118 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 119 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 120 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 121 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 122 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 123 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 124 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 125 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 126 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 127 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 128 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 129 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 130 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of Broadland	The potentially important hedgerow marked 131 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 132 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 133 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 134 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 135 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 136 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 148 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 149 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 150 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 151 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 152 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 153 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 154 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 155 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 156 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 157 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 158 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 159 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 160 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 161 on the important hedgerows plan

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of Broadland	The potentially important hedgerow marked 162 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 163 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 164 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 165 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 166 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 167 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 168 on the important hedgerows plan
District of Broadland	The potentially important hedgerow marked 173 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 177 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 178 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 179 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 180 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 184 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 185 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 186 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 187 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 188 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 189 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 190 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 192 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of Breckland	The potentially important hedgerow marked 193 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 197 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 207 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 208 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 209 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 210 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 211 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 212 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 213 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 214 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 215 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 216 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 217 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 218 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 219 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 220 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 221 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 222 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 223 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 224 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of Breckland	The potentially important hedgerow marked 227 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 228 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 229 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 230 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 231 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 232 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 233 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 234 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 235 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 250 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 251 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 260 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 261 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 266 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 267 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 268 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 269 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 270 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 271 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 272 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of Breckland	The potentially important hedgerow marked 273 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 274 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 275 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 276 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 277 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 284 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 288 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 289 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 290 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 291 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 292 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 293 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 303 on the important hedgerows plan

## PART 2

### Removal of Important Hedgerows

**Commencement Information**

**1223** Sch. 13 Pt. 2 in force at 5.3.2022, see [art. 1](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of North Norfolk	The important hedgerow marked 2 on the important hedgerows plan

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of North Norfolk	The important hedgerow marked 4 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 6 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 8 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 23 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 24 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 26 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 34 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 36 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 37 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 49 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 50 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 52 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 64 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 65 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 66 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 67 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 68 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 73 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 74 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 75 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of North Norfolk	The important hedgerow marked 76 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 77 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 78 on the important hedgerows plan
District of North Norfolk	The important hedgerow marked 80 on the important hedgerows plan
District of Broadland	The important hedgerow marked 82 on the important hedgerows plan
District of Broadland	The important hedgerow marked 83 on the important hedgerows plan
District of Broadland	The important hedgerow marked 84 on the important hedgerows plan
District of Broadland	The important hedgerow marked 85 on the important hedgerows plan
District of Broadland	The important hedgerow marked 86 on the important hedgerows plan
District of Broadland	The important hedgerow marked 87 on the important hedgerows plan
District of Broadland	The important hedgerow marked 110 on the important hedgerows plan
District of Broadland	The important hedgerow marked 111 on the important hedgerows plan
District of Broadland	The important hedgerow marked 112 on the important hedgerows plan
District of Broadland	The important hedgerow marked 115 on the important hedgerows plan
District of Broadland	The important hedgerow marked 146 on the important hedgerows plan
District of Broadland	The important hedgerow marked 169 on the important hedgerows plan
District of Broadland	The important hedgerow marked 170 on the important hedgerows plan
District of Broadland	The important hedgerow marked 174 on the important hedgerows plan
District of Broadland	The important hedgerow marked 175 on the important hedgerows plan
District of Broadland	The important hedgerow marked 176 on the important hedgerows plan



<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of Breckland	The important hedgerow marked 181 on the important hedgerows plan
District of Breckland	The important hedgerow marked 182 on the important hedgerows plan
District of Breckland	The important hedgerow marked 195 on the important hedgerows plan
District of Breckland	The important hedgerow marked 196 on the important hedgerows plan
District of Breckland	The important hedgerow marked 198 on the important hedgerows plan
District of Breckland	The important hedgerow marked 199 on the important hedgerows plan
District of Breckland	The important hedgerow marked 200 on the important hedgerows plan
District of Breckland	The important hedgerow marked 201 on the important hedgerows plan
District of Breckland	The important hedgerow marked 202 on the important hedgerows plan
District of Breckland	The important hedgerow marked 203 on the important hedgerows plan
District of Breckland	The important hedgerow marked 204 on the important hedgerows plan
District of Breckland	The important hedgerow marked 205 on the important hedgerows plan
District of Breckland	The important hedgerow marked 206 on the important hedgerows plan
District of Breckland	The important hedgerow marked 225 on the important hedgerows plan
District of Breckland	The important hedgerow marked 226 on the important hedgerows plan
District of Breckland	The important hedgerow marked 236 on the important hedgerows plan
District of Breckland	The important hedgerow marked 237 on the important hedgerows plan
District of Breckland	The important hedgerow marked 238 on the important hedgerows plan
District of Breckland	The important hedgerow marked 239 on the important hedgerows plan
District of Breckland	The important hedgerow marked 241 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of Breckland	The important hedgerow marked 242 on the important hedgerows plan
District of Breckland	The important hedgerow marked 243 on the important hedgerows plan
District of Breckland	The important hedgerow marked 244 on the important hedgerows plan
District of Breckland	The important hedgerow marked 245 on the important hedgerows plan
District of Breckland	The important hedgerow marked 252 on the important hedgerows plan
District of Breckland	The important hedgerow marked 253 on the important hedgerows plan
District of Breckland	The important hedgerow marked 254 on the important hedgerows plan
District of Breckland	The important hedgerow marked 255 on the important hedgerows plan
District of Breckland	The important hedgerow marked 256 on the important hedgerows plan
District of Breckland	The important hedgerow marked 257 on the important hedgerows plan
District of Breckland	The important hedgerow marked 258 on the important hedgerows plan
District of Breckland	The important hedgerow marked 259 on the important hedgerows plan
District of Breckland	The important hedgerow marked 263 on the important hedgerows plan
District of Breckland	The important hedgerow marked 264 on the important hedgerows plan
District of Breckland	The important hedgerow marked 265 on the important hedgerows plan
District of Breckland	The important hedgerow marked 278 on the important hedgerows plan
District of Breckland	The important hedgerow marked 279 on the important hedgerows plan
District of Breckland	The important hedgerow marked 280 on the important hedgerows plan
District of Breckland	The important hedgerow marked 281 on the important hedgerows plan
District of Breckland	The important hedgerow marked 282 on the important hedgerows plan

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of Breckland	The important hedgerow marked 283 on the important hedgerows plan
District of Breckland	The important hedgerow marked 285 on the important hedgerows plan
District of Breckland	The important hedgerow marked 286 on the important hedgerows plan
District of Breckland	The important hedgerow marked 287 on the important hedgerows plan
District of Breckland	The important hedgerow marked 294 on the important hedgerows plan
District of Breckland	The important hedgerow marked 295 on the important hedgerows plan
District of Breckland	The important hedgerow marked 296 on the important hedgerows plan
District of Breckland	The important hedgerow marked 297 on the important hedgerows plan
District of Breckland	The important hedgerow marked 299 on the important hedgerows plan
District of Breckland	The important hedgerow marked 302 on the important hedgerows plan
District of Breckland	The important hedgerow marked 304 on the important hedgerows plan
District of Breckland	The important hedgerow marked 308 on the important hedgerows plan
District of Breckland	The important hedgerow marked 312 on the important hedgerows plan
District of Breckland	The important hedgerow marked 313 on the important hedgerows plan
District of Breckland	The important hedgerow marked 314 on the important hedgerows plan
District of Breckland	The important hedgerow marked 315 on the important hedgerows plan
District of Breckland	The important hedgerow marked 316 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

## PART 3

### Removal of Hedgerows

#### Commencement Information

**I224** Sch. 13 Pt. 3 in force at 5.3.2022, see [art. 1](#)

<i>(1)</i> Area	<i>(2)</i> Reference of hedgerow
District of North Norfolk	The hedgerow marked 1 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 3 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 5 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 7 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 35 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 38 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 51 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 53 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 79 on the important hedgerows plan
District of Broadland	The hedgerow marked 117 on the important hedgerows plan
District of Broadland	The hedgerow marked 137 on the important hedgerows plan
District of Broadland	The hedgerow marked 138 on the important hedgerows plan
District of Broadland	The hedgerow marked 139 on the important hedgerows plan
District of Broadland	The hedgerow marked 140 on the important hedgerows plan
District of Broadland	The hedgerow marked 141 on the important hedgerows plan
District of Broadland	The hedgerow marked 142 on the important hedgerows plan

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Reference of hedgerow</i>
District of Broadland	The hedgerow marked 143 on the important hedgerows plan
District of Broadland	The hedgerow marked 144 on the important hedgerows plan
District of Broadland	The hedgerow marked 145 on the important hedgerows plan
District of Broadland	The hedgerow marked 147 on the important hedgerows plan
District of Broadland	The hedgerow marked 171 on the important hedgerows plan
District of Broadland	The hedgerow marked 172 on the important hedgerows plan
District of Breckland	The hedgerow marked 183 on the important hedgerows plan
District of Breckland	The hedgerow marked 191 on the important hedgerows plan
District of Breckland	The hedgerow marked 194 on the important hedgerows plan
District of Breckland	The hedgerow marked 240 on the important hedgerows plan
District of Breckland	The hedgerow marked 246 on the important hedgerows plan
District of Breckland	The hedgerow marked 247 on the important hedgerows plan
District of Breckland	The hedgerow marked 248 on the important hedgerows plan
District of Breckland	The hedgerow marked 249 on the important hedgerows plan
District of Breckland	The hedgerow marked 262 on the important hedgerows plan
District of Breckland	The hedgerow marked 298 on the important hedgerows plan
District of Breckland	The hedgerow marked 300 on the important hedgerows plan
District of Breckland	The hedgerow marked 301 on the important hedgerows plan
District of Breckland	The hedgerow marked 305 on the important hedgerows plan
District of Breckland	The hedgerow marked 306 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

(1) Area	(2) Reference of hedgerow
District of Breckland	The hedgerow marked 307 on the important hedgerows plan
District of Breckland	The hedgerow marked 309 on the important hedgerows plan
District of Breckland	The hedgerow marked 310 on the important hedgerows plan
District of Breckland	The hedgerow marked 311 on the important hedgerows plan

SCHEDULE 14

Article 38

Arbitration Rules

**Primary objective**

1.—(1) The primary objective of these Arbitration Rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within 4 months from the date the Arbitrator is appointed pursuant to article 38 (arbitration) of the Order.

(2) The Parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the Parties. Any dispute which is not resolved amicably by the senior management of the Parties within 20 business days of the dispute arising, or such longer period as agreed in writing by the Parties, shall be subject to arbitration in accordance with the terms of this Schedule.

(3) The Arbitration is deemed to have commenced when a party (“the Claimant”) serves a written notice of arbitration on the other party (“the Respondent”).

**Commencement Information**

I225 Sch. 14 para. 1 in force at 5.3.2022, see [art. 1](#)

**Time periods**

2.—(1) All time periods in these Arbitration Rules are measured in days and include weekends, but not bank or public holidays.

(2) Time periods are calculated from the day after the Arbitrator is appointed which is either:

- (a) the date the Arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or
- (b) the date the Arbitrator is appointed by the Secretary of State.

**Commencement Information**

I226 Sch. 14 para. 2 in force at 5.3.2022, see [art. 1](#)

## Timetable

3.—(1) The timetable for the Arbitration is set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 14 days of the Arbitrator being appointed, the Claimant must provide both the Respondent and the Arbitrator with—

- (a) a written Statement of Claim which describes the nature of the difference between the parties, the legal and factual issues, the Claimant's contentions as to those issues, the amount of its claim and/or the remedy it is seeking; and
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 14 days of receipt of the Claimant's statements under sub-paragraph (2) by the Arbitrator and Respondent, the Respondent must provide the Claimant and the Arbitrator with—

- (a) a written Statement of Defence responding to the Claimant's Statement of Claim, its statement in respect of the nature of the difference, the legal and factual issues in the Claimant's claim, its acceptance of any element(s) of the Claimant's claim, its contentions as to those elements of the Claimant's claim it does not accept;
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and
- (c) any objections it wishes to make to the Claimant's statements, comments on the Claimant's expert report(s) (if submitted by the Claimant) and explanations for the objections.

(4) Within 7 days of the Respondent serving its statements under sub-paragraph (3), the Claimant may make a Statement of Reply by providing both the Respondent and the Arbitrator with—

- (a) a written statement responding to the Respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;
- (b) all statements of evidence and copies of documents in response to the Respondent's submissions;
- (c) any expert report in response to the Respondent's submissions;
- (d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent; and
- (e) its written submissions in response to the legal and factual issues involved.

### Commencement Information

I227 Sch. 14 para. 3 in force at 5.3.2022, see [art. 1](#)

## Procedure

4.—(1) The parties' pleadings, witness statements and expert reports (if any) must be concise. No single pleading is to exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The Arbitrator must make an award on the substantive difference(s) based solely on the written material submitted by the parties unless the Arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within 2 days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within 7 days of receiving the last submission, the Arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within 10 days of the Arbitrator advising the parties that he is to hold a hearing, the date and venue for the hearing must be fixed by agreement with the parties, save that if there is no agreement the Arbitrator must direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the Arbitrator's direction confirming the date and venue of the hearing.

(6) A decision must be made by the Arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the Arbitrator, then any expert(s) attending the hearing may be asked questions by the Arbitrator.

(7) There is no process of examination and cross-examination of experts, but the Arbitrator must invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the Arbitrator's questions. Prior to the hearing the procedure for the expert(s) is:

- (a) at least 28 days before a hearing, the Arbitrator must provide a list of issues to be addressed by the expert(s);
- (b) if more than one expert is called, they are to jointly confer and produce a joint report or reports within 14 days of the issues being provided; and
- (c) the form and content of a joint report must be as directed by the Arbitrator and must be provided at least 7 days before the hearing.

(8) Within 14 days of a Hearing or a decision by the Arbitrator that no hearing is to be held the Parties may by way of exchange provide the Arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The Arbitrator must take these submissions into account in the Award.

(9) The Arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within 4 months of the date on which they are appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the Arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(11) The Arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given are proportionate to the issues in dispute and the time available to the Arbitrator to deliver the award.

#### **Commencement Information**

**1228** Sch. 14 para. 4 in force at 5.3.2022, see [art. 1](#)

#### **Arbitrator's powers**

**5.—(1)** The Arbitrator has all the powers of the Arbitration Act 1996(**55**), including the non-mandatory sections, save where modified by these Rules.

(2) There must be no discovery or disclosure, except that the Arbitrator has the power to order the parties to produce such documents as are reasonably requested by another party no later than the Statement of Reply, or by the Arbitrator, where the documents are manifestly relevant, specifically

(55) 1996 c. 23.



identified and the burden of production is not excessive. Any application and orders are to be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the Arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the Arbitrator. In the absence of agreement, the Arbitrator may vary the timescales and/or procedure—

- (a) if the Arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice; and then
- (b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the Arbitrator must notify the parties that the award is completed, signed and dated, and that it is to be issued to the parties on receipt of cleared funds for the Arbitrator's fees and expenses.

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**Commencement Information**

**I229** Sch. 14 para. 5 in force at 5.3.2022, see [art. 1](#)

**Costs**

**6.—**(1) The costs of the Arbitration must include the fees and expenses of the Arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the Arbitration.

(2) Where the difference involves connected/interrelated issues, the Arbitrator must consider the relevant costs collectively.

(3) The final award must fix the costs of the arbitration and decide which of the parties must bear them or in what proportion they are to be borne by the parties.

(4) The Arbitrator must award recoverable costs on the general principle that costs follow the event, having regard to all material circumstances, including such matters as exaggerated claims and/or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

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**Commencement Information**

**I230** Sch. 14 para. 6 in force at 5.3.2022, see [art. 1](#)

**Confidentiality**

**7.—**(1) Subject to sub-paragraphs (2), (3) and (4), any arbitration hearing and documentation shall be open to and accessible by the public.

(2) Where the Arbitration relates to a dispute or difference under the provisions of Schedule 17, the hearings must take place in private unless otherwise agreed between the parties and any matters, materials, documents, awards, expert reports and the like are confidential and must not be disclosed to any third party without prior written consent of the other party.

(3) The Arbitrator may direct that the whole or part of a hearing is to be private and/or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(4) Nothing in this paragraph shall prevent any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

**Commencement Information**

**I231** Sch. 14 para. 7 in force at 5.3.2022, see [art. 1](#)

## SCHEDULE 15

Article 39

## Procedure for discharge of Requirements

**Applications made under requirement**

1.—(1) Where an application has been made to a discharging authority for any agreement or approval required pursuant to requirements 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33 and 34 in Part 3 of Schedule 1 (requirements) of this Order:

- (a) the undertaker must give the discharging authority sufficient information to identify the requirement(s) to which the application relates;
- (b) the undertaker must provide such particulars, and the request be accompanied by such plans and drawings, as are reasonably considered necessary to deal with the application.

(2) The discharging authority must give notice to the undertaker of its decision on the application before the end of the decision period.

(3) For the purposes of sub-paragraph (2), the decision period is—

- (a) where no further information is requested under paragraph 2 (further information), 8 weeks from the day immediately following that on which the application is received by the discharging authority;
- (b) where further information is requested under paragraph 2 (further information), 8 weeks from the day immediately following that on which further information has been supplied by the undertaker under paragraph 2; or
- (c) such longer period as may be agreed by the undertaker and the discharging authority in writing before the end of the period in sub-paragraph (a) or (b).

**Commencement Information**

**I232** Sch. 15 para. 1 in force at 5.3.2022, see [art. 1](#)

**Further information**

2.—(1) In relation to any application to which this Schedule applies, the discharging authority has the right to request such further information from the undertaker as is necessary to enable it to consider the application.

(2) If the discharging authority considers such further information to be necessary and the requirement does not specify that consultation with a requirement consultee is required, it must, as soon as reasonably practicable and within 20 business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the requirement specifies that consultation with a requirement consultee is required, the discharging authority must issue the consultation to the requirement consultee within 10 business days of receipt of the application, and must notify the undertaker in writing specifying any further

information requested by the requirement consultee within 10 business days of receipt of such a request and in any event within 42 days of receipt of the application.

(4) If the discharging authority does not give such notification as specified in sub-paragraph (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

#### Commencement Information

**I233** Sch. 15 para. 2 in force at 5.3.2022, see [art. 1](#)

### Appeals

- 3.—(1) The undertaker may appeal to the Secretary of State in the event that—
- (a) the discharging authority refuses an application for any agreement or approval required by a requirement included in this Order;
  - (b) the discharging authority does not give notice of its decision to the undertaker within the decision period as determined in paragraph 1;
  - (c) on receipt of a request for further information pursuant to paragraph 2 (further information) the undertaker considers that either the whole or part of the specified information requested by the discharging authority is not reasonably necessary for consideration of the application; or
  - (d) on receipt of any further information requested, the discharging authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not reasonably necessary for consideration of the application.
- (2) The appeal process is as follows—
- (a) the undertaker must submit the appeal documentation to the Secretary of State, a copy of the application submitted to the discharging authority and any supporting documentation which the undertaker may wish to provide (“the appeal documentation”);
  - (b) the undertaker must on the same day provide copies of the appeal documentation to the discharging authority and the requirement consultee (if applicable);
  - (c) as soon as is practicable after receiving the appeal documentation, but in any event within 28 business days of receiving the appeal documentation, the Secretary of State must appoint a person and forthwith notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person’s attention should be sent;
  - (d) the discharging authority and the requirement consultee (if applicable) must submit written representations to the appointed person in respect of the appeal within 20 business days of the date on which the appeal parties are notified of the appointment of a person under paragraph (c) and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person; and
  - (e) the appeal parties must make any counter-submissions to the appointed person within 20 business days of receipt of written representations pursuant to sub-paragraph (d) above.
- (3) The appointed person must make his decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable. If the appointed person considers that further information is necessary to enable him to consider the appeal he must, as soon as practicable, notify the appeal

parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the party from whom the information is sought to the appointed person and to other appeal parties by the date specified by the appointed person. Any written representations concerning matters contained in the further information must be submitted to the appointed person, and made available to all appeal parties within 20 business days of that date.

(5) On an appeal under this paragraph, the appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary any part of the decision of the discharging authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the appointed person in the first instance.

(6) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the time limits prescribed, or set by the appointed person, under this paragraph.

(7) The appointed person may proceed to a decision even though no written representations have been made within those time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(8) The decision of the appointed person on an appeal is final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person pursuant to this Schedule, it is deemed to be an approval for the purpose of Part 3 of Schedule 1 (requirements) as if it had been given by the discharging authority. The discharging authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) may not be taken to affect or invalidate the effect of the appointed person's determination.

(10) Save where a direction is given pursuant to sub-paragraph (11) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person must be met by the undertaker.

(11) On application by the discharging authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to the Planning Practice Guidance on the award of costs or any guidance which may from time to time replace it.

#### **Commencement Information**

**I234** Sch. 15 para. 3 in force at 5.3.2022, see [art. 1](#)

#### **Interpretation of this Schedule**

**4.** In this Schedule—

“the appeal parties” means the discharging authority, the requirement consultee and the undertaker;

“business day” means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971<sup>(56)</sup>;

“discharging authority” means that person or body responsible for approving details pursuant to requirements 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33 and 34 in Part 3 of Schedule 1 (requirements);

“requirement consultee” means any body named in a requirement which is the subject of an appeal as a body to be consulted by the discharging authority in discharging that requirement.

**Commencement Information**

**I235** Sch. 15 para. 4 in force at 5.3.2022, see [art. 1](#)

SCHEDULE 16

Article 44

Protective Provisions

PART 1

Protection for electricity, gas, water and sewerage undertakers

1. For the protection of the undertakers referred to in this Part the following provisions must, unless otherwise agreed in writing between the undertaker and the affected undertaking concerned, have effect.

**Commencement Information**

**I236** Sch. 16 para. 1 in force at 5.3.2022, see [art. 1](#)

2. In this Part—

“affected undertaker” means

- (a) any licence holder within the meaning of Part 1 (electricity supply) of the 1989 Act;
- (b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986<sup>(57)</sup>;
- (c) a water undertaker within the meaning of the Water Industry Act 1991<sup>(58)</sup>; and
- (d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991,

for the area of the authorised development, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.

“alternative apparatus” means alternative apparatus adequate to enable the affected undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means—

<sup>(56)</sup> 1971 c. 80.

<sup>(57)</sup> 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by section 76 of the Utilities Act 2000 (c. 27).

<sup>(58)</sup> 1991 c. 56.

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989), belonging to or maintained by that affected undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that affected undertaker for the purposes of water supply; and any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A (agreements to adopt water main or service pipe at future date) of the Water Industry Act 1991 at the time of the works mentioned in this Part; and
- (d) in the case of a sewerage undertaker—
  - (i) any drain or works vested in the affected undertaker in accordance with the Water Industry Act 1991; and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewerage disposal works, at future date) of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties; and

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land.

.....

**Commencement Information**  
**I237** Sch. 16 para. 2 in force at 5.3.2022, see [art. 1](#)

**3.** This Part does not apply to apparatus in respect of which the relations between the undertaker and the affected undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

.....

**Commencement Information**  
**I238** Sch. 16 para. 3 in force at 5.3.2022, see [art. 1](#)

**4.** Regardless of any provision in this Order or anything shown on the land plan, the undertaker must not acquire any apparatus otherwise than by agreement.

.....

**Commencement Information**  
**I239** Sch. 16 para. 4 in force at 5.3.2022, see [art. 1](#)

**5.—(1)** If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part and any right of an affected undertaker to maintain that apparatus in that land must not be

extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the affected undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the affected undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an affected undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the affected undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the affected undertaker in question shall, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use all reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part shall be constructed in such manner and in such line or situation as may be agreed between the affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 38 (arbitration).

(5) The affected undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 38 (arbitration), and after the grant to the affected undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the affected undertaker in question that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the affected undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the affected undertaker.

(7) Nothing in sub-paragraph (6) shall authorise the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

**Commencement Information**

**I240** Sch. 16 para. 5 in force at 5.3.2022, see [art. 1](#)

**6.—(1)** Where, in accordance with the provisions of this Part, the undertaker affords to an affected undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights shall be granted upon such terms and conditions as may be agreed between the undertaker and the affected undertaker in question or in default of agreement settled by arbitration in accordance with article 38 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted,



are in the opinion of the arbitrator less favourable on the whole to the affected undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator shall make such provision for the payment of compensation by the undertaker to that affected undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

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**Commencement Information**

**I241** Sch. 16 para. 6 in force at 5.3.2022, see [art. 1](#)

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 5(2) that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker shall submit to the affected undertaker in question a plan, section and description of the works to be executed.

(2) Those works shall be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the affected undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the affected undertaker shall be entitled to watch and inspect the execution of those works.

(3) Any requirements made by an affected undertaker under sub-paragraph (2) shall be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If an affected undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 6 shall apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(5) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan, section and description.

(6) The undertaker shall not be required to comply with sub-paragraph (1) in a case of emergency but in that case it shall give to the affected undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and shall comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

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**Commencement Information**

**I242** Sch. 16 para. 7 in force at 5.3.2022, see [art. 1](#)

8.—(1) Subject to the following provisions of this paragraph, the undertaker shall repay to an affected undertaker the reasonable expenses incurred by that affected undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus (including costs or compensation payable in connection with the acquisition of land for that purpose) which may be required in consequence of the execution of any such works as are referred to in paragraph 5(2).

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part, that value being calculated after removal.



(3) If in accordance with the provisions of this Part—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 38 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) shall be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole shall be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an affected undertaker in respect of works by virtue of sub-paragraph (1) shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the affected undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

**Commencement Information**

**I243** Sch. 16 para. 8 in force at 5.3.2022, see [art. 1](#)

**9.—**(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 5(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of an affected undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any affected undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that affected undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that affected undertaker for any other expenses, loss, damages, penalty or costs incurred by the affected undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an affected undertaker, its officers, servants, contractors or agents.

(3) An affected undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**Commencement Information**

**I244** Sch. 16 para. 9 in force at 5.3.2022, see [art. 1](#)

**10.** Any difference or dispute arising between the undertaker and the affected undertaker under this Schedule must, unless otherwise agreed in writing between the undertaker and the affected undertaker, be determined by arbitration in accordance with article 38 (arbitration).

**Commencement Information**

**I245** Sch. 16 para. 10 in force at 5.3.2022, see [art. 1](#)

**11.** Nothing in this Part shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and an affected undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I246** Sch. 16 para. 11 in force at 5.3.2022, see [art. 1](#)

## PART 2

### For the Protection of National Grid as Electricity and Gas Undertaker

#### Application

**12.** For the protection of National Grid referred to in this Part the following provisions will, unless otherwise agreed in writing between the promoter and National Grid, have effect.

**Commencement Information**

**I247** Sch. 16 para. 12 in force at 5.3.2022, see [art. 1](#)

#### Interpretation

**13.** In this Part—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by that undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply; and
- (c) together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of

transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“commence” has the same meaning as in article 2 of this Order and commencement must be construed to have the same meaning save that for the purpose of this part only the term commence includes operations consisting site clearance, demolition work, archaeological investigations, environmental surveys, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure and temporary hard standing;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this part;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, must require the promoter to submit for National Grid’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means, as appropriate—

- (a) National Grid Electricity Transmission PLC (Company No. 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH and any successor to their licence under Part 1 of the Electricity Act 1989; and
- (b) National Grid Gas PLC (Company No. 200600) whose registered office is at 1-3 Strand, London, WC2N 5EH and any successor to their licence under Part 1 of the Gas Act 1986 or their successor company(ies).

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“promoter” means the undertaker as defined in article 2 of this Order;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which:

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the promoter under paragraph 17(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the promoter under paragraph 17(2) or otherwise; or
- (c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Grid’s policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties”).

**Commencement Information**

**I248** Sch. 16 para. 13 in force at 5.3.2022, see [art. 1](#)

**14.**—(1) Except for paragraphs 15 (apparatus in stopped up streets), 20 (retained apparatus: protection), 21 (expenses) and 22 (compensation) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the promoter and National Grid are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

(2) Notwithstanding Art 25(5) or any other powers in the Order generally, s85 of the 1991 Act in relation to costs sharing and the powers in respect of cost sharing generally including the regulations made thereunder does not apply in relation to any diversion of apparatus of National Grid under the 1991 Act.

**Commencement Information**

**I249** Sch. 16 para. 14 in force at 5.3.2022, see [art. 1](#)

**Commencement Information**

**I248** Sch. 16 para. 13 in force at 5.3.2022, see [art. 1](#)

**I249** Sch. 16 para. 14 in force at 5.3.2022, see [art. 1](#)

**Apparatus of Undertakers in stopped up streets**

**15.** Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 10 (temporary stopping up of streets), National Grid will be at liberty at all times to take all necessary access across any such stopped up highway or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

**Commencement Information**

**I250** Sch. 16 para. 15 in force at 5.3.2022, see [art. 1](#)

## Acquisition of land

16.—(1) Regardless of any provision in this Order or anything shown on the land plan or contained in the book of reference to the Order, the promoter may not acquire any land interest or apparatus or override any easement and/or other interest of National Grid otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

(2) As a condition of agreement between the parties in paragraph 16(1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between the undertaker and the promoter) that are subject to the requirements of this Part that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of the undertaker and/or affects the provisions of any enactment or agreement regulating the relations between the undertaker and the promoter in respect of any apparatus laid or erected in land belonging to or secured by the promoter, the promoter must as the undertaker reasonably and necessarily requires enter into such deeds of consent upon such terms and conditions as may be agreed between the undertaker and the promoter acting reasonably and which must be no less favourable on the whole to the undertaker unless otherwise agreed by the undertaker, and it will be the responsibility of the promoter to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The promoter and the undertaker agree that where there is any inconsistency or duplication between the provisions set out in this Part relating to the relocation and/or removal of apparatus/ including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by the undertaker and/or other enactments relied upon by the undertaker as of right or other use in relation to the apparatus, then the provisions in this Schedule prevail.

(4) Any agreement or consent granted by the undertaker under paragraph 19 or 20 or any other paragraph of this Part, must not be taken to constitute agreement under sub-paragraph 16(1).

### Commencement Information

I251 Sch. 16 para. 16 in force at 5.3.2022, see [art. 1](#)

## Removal of apparatus

17.—(1) If, in the exercise of the agreement reached in accordance with paragraph 16 or in any other authorised manner, the promoter acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part and any right of an undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in question in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the promoter requires the removal of any apparatus placed in that land, it must give to National Grid 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the promoter must, subject to sub-paragraph (3), afford to National Grid to its reasonable satisfaction (taking into account paragraph 18(1) below) the necessary facilities and rights:

- (a) for the construction of alternative apparatus in other land of or land secured by the promoter; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the promoter, or the promoter is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the promoter, as soon as possible take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, with the promoter's assistance if required by National Grid, save that this obligation does not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the promoter under this Part must be constructed in such manner and in such line or situation as may be agreed between National Grid and the promoter.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the promoter to be removed under the provisions of this Part.

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#### **Commencement Information**

**I252** Sch. 16 para. 17 in force at 5.3.2022, see [art. 1](#)

### **Facilities and rights for alternative apparatus**

**18.**—(1) Where, in accordance with the provisions of this Part, the promoter affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the promoter and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid, acting reasonably

(2) If the facilities and rights to be afforded by the promoter and agreed with National Grid under paragraph 18(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter may be referred to arbitration in accordance with paragraph 26 (Arbitration) of this Part and the arbitrator may make such provision for the payment of compensation by the promoter to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case

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#### **Commencement Information**

**I253** Sch. 16 para. 18 in force at 5.3.2022, see [art. 1](#)

### **Retained apparatus: protection Gas Undertakers**

**19.**—(1) The promoter must provide technical information relevant to any specified works to National Grid as soon as reasonably practicable after it becomes available, and will seek to liaise with National Grid as early as reasonably practicable regarding the specified works.

(2) Not less than 56 days before the commencement of any specified works the promoter must submit to National Grid a plan and, if reasonably required by National Grid, a ground monitoring scheme in respect of those works.

(3) The plan to be submitted to National Grid under sub-paragraph (2) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(4) The promoter must not commence any works to which sub-paragraphs (2) and (3) apply until National Grid has given written approval of the plan so submitted.

(5) Any approval of National Grid required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and,
- (b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (2) and/or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications are requested by National Grid within a period of 56 days, unless otherwise agreed between the parties, beginning with the date on which the plan under sub-paragraph (2) is submitted to it. For the avoidance of doubt, provided that any further iterations of the plan submitted to National Grid for approval as a result of modifications required under this paragraph are not materially different to the modifications previously made by National Grid, any further required modifications will be made by the promoter as soon as reasonably practicable thereafter and in any event within 56 days of receipt of any further plans.

(7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (2) or as relevant sub paragraph (6), as approved or as amended from time to time by agreement between the promoter and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(8) Where National Grid requires any protective works to be carried out by itself or by the promoter (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grids' reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and National Grid must give 56 days' notice of such works from the date of submission of a plan pursuant to sub-paragraph (2) or (3) (except in an emergency).

(9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, paragraphs 12 to 14 and 17 to 19 apply as if the removal of the apparatus had been required by the promoter under paragraph 17(2).

(10) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(11) The promoter will not be required to comply with sub-paragraph (2) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under the Order the promoter must comply with National Grid’s policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22” and HSE’s “HS(~G)47 Avoiding Danger from underground services”.

(13) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the promoter must implement an appropriate ground mitigation scheme save that National Grid retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 21.

#### **Commencement Information**

**I254** Sch. 16 para. 19 in force at 5.3.2022, see [art. 1](#)

#### **Retained apparatus: protection Electricity Undertakers**

**20.**—(1) The promoter must provide technical information relevant to any specified works to National Grid as soon as reasonably practicable after it becomes available, and will seek to liaise with National Grid as early as reasonably practicable regarding the specified works.

(2) Not less than 56 days before the commencement of any specified works, the promoter must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.

(3) In relation to works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of any apparatus, the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.

(4) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers,



the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing—

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
  - (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
  - (c) details of load bearing capacities of trenches;
  - (d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;
  - (e) a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;
  - (f) written details of the operations and maintenance regime for the cable, including frequency and method of access;
  - (g) assessment of earth rise potential if reasonably required by National Grid’s engineers; and
  - (h) evidence that trench bearing capacity is to be designed to 26 tonnes to take the weight of overhead line construction traffic.
- (5) The promoter must not commence any works to which sub-paragraphs (3) or (4) apply until National Grid has given written approval of the plan so submitted.
- (6) Any approval of National Grid required under sub-paragraphs (3) or (4)—
- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (7) or (9); and
  - (b) must not be unreasonably withheld.
- (7) In relation to any work to which sub-paragraphs (3) or (4) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus
- (8) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (2) or as relevant sub-paragraph (3), (4) or (7), as approved or as amended from time to time by agreement between the promoter and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (7) or (9) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.
- (9) Where National Grid requires any protective works to be carried out by itself or by the promoter (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid’s satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and National Grid must give 56 days’ notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).
- (10) If National Grid in accordance with sub-paragraphs (7) or (9) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, paragraphs 12 to 14 and 17 to 19 apply as if the removal of the apparatus had been required by the promoter under paragraph 17(2).
- (11) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(12) The promoter will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (7), (8) and (9) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (13) at all times.

(13) At all times when carrying out any works authorised under the Order, the promoter must comply with National Grid’s policies for development near overhead lines EN43-8 and HSE’s guidance note 6 “Avoidance of danger from Overhead Lines”.

#### Commencement Information

**I255** Sch. 16 para. 20 in force at 5.3.2022, see [art. 1](#)

#### Expenses

**21.**—(1) Subject to the following provisions of this paragraph, the promoter must pay to National Grid on demand all charges, costs and expenses reasonably and properly anticipated or incurred by National Grid in or in connection with the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid—
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 17(3); and/or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
- (b) in connection with the cost of the carrying out of any necessary diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated, and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the promoter or, in default of agreement, is not determined by arbitration in accordance with article 38 (arbitration) of the Order to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the promoter.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an undertaker in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

#### **Commencement Information**

**I256** Sch. 16 para. 21 in force at 5.3.2022, see [art. 1](#)

#### **Compensation**

**22.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the promoter or in consequence of any act or default of the promoter (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the promoter under this Part or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party or National Grid incurs any liability as a result of the transfer of undertaking under article 5, the promoter will—

- (a) bear and pay on demand the cost reasonably incurred by National Grid in making good such damage or restoring the supply; and
- (b) compensate National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party as aforesaid other than arising from any default of National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the promoter or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid or under its supervision will not (unless sub-paragraph (3) applies), excuse the promoter from liability under the provisions of sub-paragraph (1) unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

- (3) Nothing in sub-paragraph (1) imposes any liability on the promoter in respect of—
- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents; and
  - (b) any authorised works or any other works authorised by this Part carried out by National Grid as an assignee, transferee or lessee of the promoter with the benefit of this Order pursuant to section 156 (benefit of order granting development consent) of the Planning Act 2008 or article 6 (benefit of the order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-section 3(b) will be subject to the full terms of this Part including this paragraph 22; and
  - (c) National Grid must give the promoter reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the promoter and considering their representations.

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**Commencement Information**

**I257** Sch. 16 para. 22 in force at 5.3.2022, see [art. 1](#)

**Enactments and agreements**

**23.** Save to the extent provided for to the contrary elsewhere in this Part or by agreement in writing between National Grid and the promoter, nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the promoter and National Grid in respect of any apparatus laid or erected in land belonging to the promoter on the date on which this Order is made.

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**Commencement Information**

**I258** Sch. 16 para. 23 in force at 5.3.2022, see [art. 1](#)

**Co-operation**

**24.—(1)** Where in consequence of the proposed construction of any of the authorised works, the promoter or an undertaker requires the removal of apparatus under paragraph 17(2) or an undertaker makes requirements for the protection or alteration of apparatus under paragraph 19, the promoter must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid’s undertaking and National Grid must use its best endeavours to co-operate with the promoter for that purpose.

(2) For the avoidance of doubt whenever the undertaker’s consent, agreement or approval to is required in relation to plans, documents or other information submitted by National Grid or the taking of action by National Grid, it must not be unreasonably withheld or delayed.

**Commencement Information**

**I259** Sch. 16 para. 24 in force at 5.3.2022, see [art. 1](#)

**Access**

**25.** If in consequence of the agreement reached in accordance with paragraph 16(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the promoter must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

**Commencement Information**

**I260** Sch. 16 para. 25 in force at 5.3.2022, see [art. 1](#)

**Arbitration**

**26.** Save for differences or disputes arising under paragraph 17(2), 17(4), 18(1), 19 and 20 any difference or dispute arising between the promoter and National Grid under this Part must, unless otherwise agreed in writing between the promoter and National Grid, be determined by arbitration in accordance with article 38 (arbitration).

**Commencement Information**

**I261** Sch. 16 para. 26 in force at 5.3.2022, see [art. 1](#)

**Notices**

**27.** The plans submitted to National Grid by the promoter pursuant to paragraph 19 and 20 must be sent to National Grid Plant Protection at [plantprotection@nationalgrid.com](mailto:plantprotection@nationalgrid.com) or such other address as National Grid may from time to time appoint instead for that purpose and notify to the promoter in writing.

**Commencement Information**

**I262** Sch. 16 para. 27 in force at 5.3.2022, see [art. 1](#)

## PART 3

### For the Protection of Cadent Gas Limited as Gas Undertaker

**Application**

**28.** For the protection of Cadent referred to in this Part the following provisions will, unless otherwise agreed in writing between the promoter and Cadent , have effect.

**Commencement Information**

**I263** Sch. 16 para. 28 in force at 5.3.2022, see [art. 1](#)

**Interpretation****29.** In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of Cadent to enable the Cadent to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any mains, pipes pressure governors, ventilators, cathodic protections cables or other apparatus belonging to or maintained by Cadent for the purposes of gas distribution and supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of Cadent for the purposes of distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“Cadent” means Cadent Gas Limited and/or its successors in title and/or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986

“commence” has the same meaning as in article 2 of this Order and commencement must be construed to have the same meaning save that for the purpose of this part only the term commence includes operations consisting site clearance, demolition work, archaeological investigations, environmental surveys, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure and temporary hard standing;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, must require the promoter to submit for Cadent’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, maintain, protect, access, enlarge, replace, use, repair, alter, inspect, renew, decommission or render unusable or remove the apparatus;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“promoter” means the undertaker as defined in article 2 of this Order;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which:

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the promoter under paragraph 33(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the promoter under paragraph 33(2) or otherwise; or
- (c) include any of the activities that are referred to in paragraphs 6 and 7 of SSW/22 (“Specification for safe working in the vicinity of Cadent’s assets – requirements for third parties”).

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#### **Commencement Information**

**I264** Sch. 16 para. 29 in force at 5.3.2022, see [art. 1](#)

### **On Street Apparatus**

**30.**—(1) Except for paragraphs 31 (apparatus in stopped up streets), 33 (Removal of Apparatus) insofar as sub-paragraph 3(2) applies, 34 (Facilities and Rights for Alternative Apparatus) insofar as sub-paragraph 3(2) applies, 35 (retained apparatus: protection), 36 (expenses) and 37 (compensation) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the promoter and Cadent are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraphs 34 and 35 of this Schedule apply to diversions when where carried out under the 1991 Act, in circumstance where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway

(3) Notwithstanding Art 25(5) or any other powers in the Order generally, s85 of the 1991 Act in relation to costs sharing and the powers in respect of cost sharing generally including the regulations made thereunder does not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.

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#### **Commencement Information**

**I265** Sch. 16 para. 30 in force at 5.3.2022, see [art. 1](#)

### **Apparatus of Undertakers in stopped up streets**

**31.** Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 11 (temporary stopping up of streets), Cadent will be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in,



upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway

**Commencement Information**

**I266** Sch. 16 para. 31 in force at 5.3.2022, see [art. 1](#)

**Acquisition of land**

**32.**—(1) Regardless of any provision in this Order or anything shown on the land plan or contained in the book of reference to the Order, the promoter may not acquire or appropriate any land interest or apparatus or appropriate, acquire, extinguish, interfere with or override any easement and/or other interest of Cadent otherwise than by agreement

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between Cadent and the promoter) that are subject to the requirements of this Part that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of the undertaker and/or affects the provisions of any enactment or agreement regulating the relations between Cadent and the promoter in respect of any apparatus laid or erected in land belonging to or secured by the promoter, the promoter must as Cadent reasonably and necessarily requires enter into such deeds of consent upon such terms and conditions as may be agreed between Cadent and the promoter acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by the undertaker, and it will be the responsibility of the promoter to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The promoter and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by the undertaker and/or other enactments relied upon by the undertaker as of right or other use in relation to the apparatus, then the provisions in this Schedule prevail.

(4) Any agreement or consent granted by the undertaker under paragraph 35 or any other paragraph of this Part, must not be taken to constitute agreement under sub-paragraph (1).

**Commencement Information**

**I267** Sch. 16 para. 32 in force at 5.3.2022, see [art. 1](#)

**Removal of apparatus**

**33.**—(1) If, in the exercise of the agreement reached in accordance with paragraph 32 or in any other authorised manner, the promoter acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part and any right of an undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of Cadent in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the promoter requires the removal of any apparatus placed in that land, it must give to Cadent advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or



constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to remove any of its apparatus) the promoter must, subject to sub-paragraph (3), afford to Cadent to its satisfaction (taking into account paragraph 34(1) below) the necessary facilities and rights

- (a) for the construction of alternative apparatus in other land of or land secured by the promoter; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the promoter, or the promoter is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent must, on receipt of a written notice to that effect from the promoter, as soon as possible take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, with the promoter's assistance if required by Cadent, save that this obligation does not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the promoter under this Part must be constructed in such manner and in such line or situation as may be agreed between Cadent and the promoter.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the promoter to be removed under the provisions of this Part of this Schedule.

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**Commencement Information**

**I268** Sch. 16 para. 33 in force at 5.3.2022, see [art. 1](#)

**Facilities and rights for alternative apparatus**

**34.—**(1) Where, in accordance with the provisions of this Part of this Schedule, the promoter affords to or secures for Cadent facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the promoter and Cadent and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by Cadent

(2) If the facilities and rights to be afforded by the promoter and agreed with Cadent under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter may be referred to arbitration in accordance with paragraph 41 (Arbitration) of this Part and the arbitrator may make such provision for the payment of compensation by the promoter to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case

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**Commencement Information**

**I269** Sch. 16 para. 34 in force at 5.3.2022, see [art. 1](#)

**Retained apparatus: protection Gas Undertakers**

35.—(1) The promoter must provide technical information relevant to any specified works to Cadent as soon as reasonably practicable after it becomes available, and will seek to liaise with Cadent as early as reasonably practicable regarding the specified works.

(2) Not less than 56 days before the commencement of any specified works the promoter must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(3) The plan to be submitted to Cadent under sub-paragraph (2) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(4) The promoter must not commence any works to which sub-paragraphs (2) and (3) apply until Cadent has given written approval of the plan so submitted.

(5) Any approval of Cadent required under sub-paragraph (4)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and,
- (b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (1) and/or (2) apply, Cadent may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications are requested by Cadent within a period of 56 days, unless otherwise agreed between the parties, beginning with the date on which the plan under sub-paragraph (1) is submitted to it. For the avoidance of doubt, provided that any further iterations of the plan submitted to Cadent for approval as a result of modifications required under this paragraph are not materially different to the modifications previously made by Cadent, any further required modifications will be made by the promoter as soon as reasonably practicable thereafter and in any event within 56 days of receipt of any further plans.

(7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (2) or as relevant sub paragraph (6), as approved or as amended from time to time by agreement between the promoter and Cadent and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by Cadent for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Cadent will be entitled to watch and inspect the execution of those works.

(8) Where Cadent requires any protective works to be carried out by itself or by the promoter (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Cadent's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and Cadent must give 56 days' notice of such works from the date of submission of a plan pursuant to sub-paragraph (2) or (3) (except in an emergency).

(9) If Cadent in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, sub-paragraphs (1) to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the promoter under paragraph 33(2).

(10) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(11) The promoter will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under the Order the promoter must comply with Cadent's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of Cadent's, High pressure Gas pipelines and associated installation requirements for third parties SPGD//SP/SSW22" and HSE's "HS(-G)47 Avoiding Danger from underground services".

(13) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the promoter must implement an appropriate ground mitigation scheme save that Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 37.

#### **Commencement Information**

**I270** Sch. 16 para. 35 in force at 5.3.2022, see [art. 1](#)

### **Expenses**

**36.**—(1) Subject to the following provisions of this paragraph, the promoter must pay to Cadent on demand all charges, costs and expenses reasonably and properly anticipated or incurred by Cadent in or in connection with the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by Cadent as a consequence of Cadent;
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 33(3); and/or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Cadent;
- (b) in connection with the cost of the carrying out of any necessary diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;

- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the promoter or, in default of agreement, is not determined by arbitration in accordance with article 38 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the promoter.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an undertaker in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

#### **Commencement Information**

**1271** Sch. 16 para. 36 in force at 5.3.2022, see [art. 1](#)

#### **Compensation**

**37.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the promoter or in consequence of any act or default of the promoter (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the promoter under this Part or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended

removal for the purposes of the authorised works) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party or Cadent incurs any liability as a result of the transfer of undertaking under article 6, the promoter will—

- (a) bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and
- (b) compensate Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the promoter or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision will not (unless sub-paragraph (3) applies), excuse the promoter from liability under the provisions of this sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the promoter in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent, its officers, servants, contractors or agents; and
- (b) any authorised works and/or any other works authorised by this Part carried out by Cadent as an assignee, transferee or lessee of the promoter with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 6 (consent to transfer benefit of order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-paragraph 3(b) will be subject to the full terms of this Part including this paragraph 37.

(4) Cadent must give the promoter reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the promoter and considering their representations.

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#### Commencement Information

**I272** Sch. 16 para. 37 in force at 5.3.2022, see [art. 1](#)

#### Enactments and agreements

**38.** Save to the extent provided for to the contrary elsewhere in this Part or by agreement in writing between Cadent and the promoter, nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the promoter and Cadent in respect of any apparatus laid or erected in land belonging to the promoter on the date on which this Order is made.

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#### Commencement Information

**I273** Sch. 16 para. 38 in force at 5.3.2022, see [art. 1](#)

#### Co-operation

**39.—**(1) Where in consequence of the proposed construction of any of the authorised works, the promoter or an undertaker requires the removal of apparatus under paragraph 33(2) or an undertaker

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

makes requirements for the protection or alteration of apparatus under paragraph 35, the promoter must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent’s undertaking and Cadent must use its best endeavours to co-operate with the promoter for that purpose.

(2) For the avoidance of doubt whenever the undertaker’s consent, agreement or approval is required in relation to plans, documents or other information submitted by Cadent or the taking of action by Cadent, it must not be unreasonably withheld or delayed.

.....  
**Commencement Information**

**I274** Sch. 16 para. 39 in force at 5.3.2022, see [art. 1](#)

**Access**

**40.** If in consequence of the agreement reached in accordance with paragraph 32(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the promoter must provide such alternative means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

.....  
**Commencement Information**

**I275** Sch. 16 para. 40 in force at 5.3.2022, see [art. 1](#)

**Arbitration**

**41.** Save for differences or disputes arising under paragraph 33(2), 33(4), 34(1), 35 and 36 any difference or dispute arising between the promoter and Cadent under this Part must, unless otherwise agreed in writing between the promoter and Cadent, be determined by arbitration in accordance with article 38 (arbitration).

.....  
**Commencement Information**

**I276** Sch. 16 para. 41 in force at 5.3.2022, see [art. 1](#)

**Notices**

**42.** The plans submitted to Cadent by the promoter pursuant to paragraph 35 must be sent to National Grid Plant Protection at [plantprotection@cadent.com](mailto:plantprotection@cadent.com) or such other address as Cadent may from time to time appoint instead for that purpose and notify to the promoter in writing.

.....  
**Commencement Information**

**I277** Sch. 16 para. 42 in force at 5.3.2022, see [art. 1](#)

## PART 4

### Protection for Operators of Electronic Communications Code Networks

**43.**—(1) For the protection of any operator, the following provisions shall, unless otherwise agreed in writing between the undertaker and the operator, have effect.

(2) In this Part—

“the 2003 Act” means the Communications Act 2003<sup>(59)</sup>;

“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system is construed in accordance with paragraph 1(3A) of that code;

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act<sup>(60)</sup>;

“electronic communications code network” means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 (application of the electronic communications code) of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

“operator” means the operator of an electronic communications code network.

#### Commencement Information

**I278** Sch. 16 para. 43 in force at 5.3.2022, see [art. 1](#)

**44.** The exercise of the powers of article 29 (statutory undertakers) are subject to Part 10 of Schedule 3A (the electronic communications code) to the 2003 Act.

#### Commencement Information

**I279** Sch. 16 para. 44 in force at 5.3.2022, see [art. 1](#)

**45.**—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or their construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works, or other property of an operator); or

(b) there is any interruption in the supply of the service provided by an operator, the undertaker shall bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and must—

<sup>(59)</sup> 2003 c. 21.

<sup>(60)</sup> See section 106.



*Changes to legislation:* There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

- (i) make reasonable compensation to an operator for loss sustained by it; and
- (ii) indemnify an operator against claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, an operator by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) shall impose any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand shall be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this paragraph shall be referred to and settled by arbitration under article 38 (arbitration).

**Commencement Information**

**I280** Sch. 16 para. 45 in force at 5.3.2022, see [art. 1](#)

**46.** This Part does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or
- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

**Commencement Information**

**I281** Sch. 16 para. 46 in force at 5.3.2022, see [art. 1](#)

**47.** Nothing in this Part shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I282** Sch. 16 para. 47 in force at 5.3.2022, see [art. 1](#)

## PART 5

### Protection of Network Rail Infrastructure Limited

**48.** The following provisions of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 62 any other person on whom rights or obligations are conferred by that paragraph.



**Commencement Information**

**I283** Sch. 16 para. 48 in force at 5.3.2022, see [art. 1](#)

**49.** In this Part—

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as is amended from time to time, granted to Network Rail by the Secretary of State in exercise of powers under section 8 (licences) of the Railways Act 1993<sup>(61)</sup>;

“Network Rail” means Network Rail Infrastructure Limited and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 (meaning of “subsidiary” etc.) of the Companies Act 2006<sup>(62)</sup>) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

“plans” includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network for the purposes of such railway or works, apparatus or equipment; and

“specified work” means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property.

**Commencement Information**

**I284** Sch. 16 para. 49 in force at 5.3.2022, see [art. 1](#)

**50.**—(1) Where under this Part Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

<sup>(61)</sup> 1993 c. 43.

<sup>(62)</sup> 2006 c. 40.

- (b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development under this Order.

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**Commencement Information**

**I285** Sch. 16 para. 50 in force at 5.3.2022, see [art. 1](#)

**51.**—(1) The undertaker must not exercise the powers conferred by—

- (a) article 15 (discharge of water and works to watercourses);
- (b) article 16 (authority to survey and investigate the land onshore);
- (c) article 18 (compulsory acquisition of land);
- (d) article 20 (compulsory acquisition of rights and the imposition of restrictive covenants);
- (e) article 21 (private rights);
- (f) article 24 (acquisition of subsoil and airspace only);
- (g) article 26 (temporary use of land for carrying out the authorised project);
- (h) article 27 (temporary use of land for maintaining the authorised project);
- (i) article 28 (extinguishment of private rights and restrictive covenants relating to apparatus removed from land subject to temporary possession);
- (j) article 29(b) (statutory undertakers) (where relevant);
- (k) article 35 (felling or lopping of trees and removal of hedgerows); and
- (l) article 36 (trees subject to tree preservation orders);

or the powers conferred by section 11(3) of the 1965 Act (powers of entry) in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, or article 29 (statutory undertakers), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers conferred by this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property except with the consent of Network Rail.

(5) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions.

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**Commencement Information**

**I286** Sch. 16 para. 51 in force at 5.3.2022, see [art. 1](#)

**52.**—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been

approved in writing by the engineer (or deemed approved under sub-paragraph (2)) or settled by arbitration under article 38 (Arbitration) (as varied by paragraph 69 of this Part of this Schedule).

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated disapproval of those plans and the grounds of disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes may be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

**Commencement Information**

**I287** Sch. 16 para. 52 in force at 5.3.2022, see [art. 1](#)

**53.**—(1) Any specified work and any protective works to be constructed by virtue of paragraph 52(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 52;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of or in consequence of the construction of a specified work, the undertaker must, regardless of any approval, make good such damage and must pay to Network Rail all reasonable

expenses to which Network Rail may be put and compensation for loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

.....  
**Commencement Information**

**I288** Sch. 16 para. 53 in force at 5.3.2022, see [art. 1](#)

**54.** The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

.....  
**Commencement Information**

**I289** Sch. 16 para. 54 in force at 5.3.2022, see [art. 1](#)

**55.** Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

.....  
**Commencement Information**

**I290** Sch. 16 para. 55 in force at 5.3.2022, see [art. 1](#)

**56.—**(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work, or during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail or the services of operators using the same, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 52(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 57(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

**Commencement Information**

**I291** Sch. 16 para. 56 in force at 5.3.2022, see [art. 1](#)

**57.** The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 52(3) or in constructing any protective works under the provisions of paragraph 52(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

**Commencement Information**

**I292** Sch. 16 para. 57 in force at 5.3.2022, see [art. 1](#)

**58.—(1)** In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 52(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take measures reasonably necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 52(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 52(1) has effect subject to this sub-paragraph.

(6) If at any time prior to the commencement of regular revenue-earning operations comprised in the authorised development and regardless of any measures adopted under sub-paragraph (3), the testing or commissioning of the authorised development causes EMI then the undertaker shall immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until necessary measures have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus; and
- (b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 53.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 62(1) applies, subject to paragraphs 62(2) to 62(6), to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 57(a) any modifications to Network Rail’s apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

**Commencement Information**

**I293** Sch. 16 para. 58 in force at 5.3.2022, see [art. 1](#)

**59.** If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

**Commencement Information**

**I294** Sch. 16 para. 59 in force at 5.3.2022, see [art. 1](#)

**60.** The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail’s reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

**Commencement Information**

**I295** Sch. 16 para. 60 in force at 5.3.2022, see [art. 1](#)

**61.** Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days’ previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

**Commencement Information**

**I296** Sch. 16 para. 61 in force at 5.3.2022, see [art. 1](#)

**62.—(1)** The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Schedule which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction or maintenance of a specified work or the failure thereof; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission; and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer’s supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

(2) Network Rail must give the undertaker reasonable written notice of any such claim or demand and no settlement or compromise of such a claim or demand shall be made without the prior consent of the undertaker.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs is, in the event of default, to be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any restriction of the use of Network Rail’s railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

#### Commencement Information

**I297** Sch. 16 para. 62 in force at 5.3.2022, see [art. 1](#)

**63.** Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Schedule (including the amount of the relevant costs mentioned in paragraph 62) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part (including any claim relating to those relevant costs).

#### Commencement Information

**I298** Sch. 16 para. 63 in force at 5.3.2022, see [art. 1](#)

**64.** In the assessment of any sums payable to Network Rail under this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Schedule or increasing the sums so payable.

#### Commencement Information

**I299** Sch. 16 para. 64 in force at 5.3.2022, see [art. 1](#)

**65.** The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—



- (a) any railway property shown on the works and land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

**Commencement Information**

**I300** Sch. 16 para. 65 in force at 5.3.2022, see [art. 1](#)

**66.** Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I (the provision of services) of the Railways Act 1993.

**Commencement Information**

**I301** Sch. 16 para. 66 in force at 5.3.2022, see [art. 1](#)

**67.** The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 6 (transfer of benefit of Order) of this Order in relation to railway property or any specified works and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

**Commencement Information**

**I302** Sch. 16 para. 67 in force at 5.3.2022, see [art. 1](#)

**68.** The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 37 (certification of plans etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in electronic form specified by Network Rail.

**Commencement Information**

**I303** Sch. 16 para. 68 in force at 5.3.2022, see [art. 1](#)

**69.** In relation to any dispute arising under this Part that is referred to arbitration in accordance with article 38 (arbitration) of this Order, the parties agree that the timetable referred to within Paragraph 3 of Schedule 14 (Arbitration Rules) will be amended where Network Rail can demonstrate that it is unable (acting reasonably) to comply with the time limit due to timing constraints that may arise for Network Rail in obtaining clearance conditions and/or any engineering regulatory or stakeholder (internal or external) consents and/or assessing any matters of concern with regards to the safe operation of the railway.

### Commencement Information

**I304** Sch. 16 para. 69 in force at 5.3.2022, see [art. 1](#)

## PART 6

### For the Protection of Anglian Water Services Limited

**70.**—(1) For the protection of Anglian Water, the following provisions shall, unless otherwise agreed in writing between the undertaker and Anglian Water, have effect.

(2) In this Part—

“Anglian Water” means Anglian Water Services Limited (company number 02366656) whose registered office is at Lancaster House, Lancaster Way, Ermine Business Park, Huntington, Cambridgeshire PE29 6XU;

“apparatus” means any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage and

- (a) any drain or works vested in Anglian Water under The Water Industry Act 1991,
- (b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4)(**63**) (adoption of sewers and disposal works) of The Water Industry Act 1991 or an agreement to adopt made under section 104(**64**) (agreements to adopt sewer, drain or sewage disposal works at future date) of that Act,

and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 (general interpretation) of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus.

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

“plan” includes sections, drawings, specifications and method statements; and

“undertaker” means the undertaker under article 2 of this Order.

(3) The undertaker must not interfere with, build over or near to any apparatus within the Order Land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus—

- (a) 2.25 metres where the diameter of the pipe is less than 150 millimetres, 3 metres where the diameter of the pipe is between 150 and 450 millimetres,
- (b) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres; and
- (c) 6 metres where the diameter of the pipe exceeds 750 millimetres

**(63)** Section 102(4) was amended by the Water Act 2003 (c. 37), section 96 and the Water Act 2014 (c. 21), Schedule 7, paragraph 90.

**(64)** Section 104 was amended by the Water Act 2003 (c. 37), section 96 and the Water Act 2014 (c. 21).

unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker.

(4) The alteration, extension, removal or re-location of any apparatus must not be implemented until—

- (a) any requirement for any permits under the Environmental Permitting Regulations (England and Wales) 2016 or other legislations and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and
- (b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan, section and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

(5) In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which Apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension shall take place until Anglian Water has established to its reasonable satisfaction, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus. Anglian Water must use all reasonable endeavours to establish contingency arrangements in a timely manner.

(6) Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker shall, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water, such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 38 (Arbitration).

(7) If the undertaker is unable to create the new rights referred to in sub-paragraph (6), Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible, use its reasonable endeavours to obtain the necessary rights.

(8) If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker shall provide such alternative means of access to such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction, or alternatively such means of access as may be agreed with Anglian Water, acting reasonably.

(9) If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the company, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection as other Anglian Water assets.

(10) If for any reason or in consequence of the construction of any of the works referred to in paragraphs (4) to (6) and (8) above any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other reasonably necessary expenses, loss, damages, penalty or costs incurred by Anglian Water, by reason or in consequence of any such damage or interruption.

(11) Anglian Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without first consulting the undertaker and considering their representations acting reasonably.

(12) Nothing in sub-paragraph (10) above imposes any liability on the undertaker with respect to—

- (a) any damage or interruption to the extent that it is attributable to the act, neglect or default of Anglian Water, its officer, servants, contractors or agents; and
- (b) any authorised works and/or any other works authorised by this Part carried out by Anglian Water as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 6 (Benefit of order) of this Order.

(13) Anglian Water must use its reasonable endeavours to mitigate and minimise any claim, costs, expenses, loss, demands and penalties pursuant to sub-paragraph (11). If requested to do so by the undertaker, Anglian Water shall provide an explanation of how the claim has been minimised.

(14) Any difference or dispute arising between the undertaker and Anglian Water under this Part must, unless otherwise agreed in writing between the undertaker and Anglian Water, be determined by arbitration in accordance with article 38 (arbitration).

**Commencement Information**

**I305** Sch. 16 para. 70 in force at 5.3.2022, see [art. 1](#)

## PART 7

### For the protection of the Environment Agency and drainage authorities

**71.** The provisions of this Part have effect for the protection of a drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

**Commencement Information**

**I306** Sch. 16 para. 71 in force at 5.3.2022, see [art. 1](#)

**72.** In this Part—

“construction” includes execution, placing, altering, replacing, relaying and removal; and

“construct” and “constructed” must be construed accordingly;

“drainage authority” means—

- (a) in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibitions of obstructions etc in watercourses) of the Land Drainage Act 1991(**65**); and
- (b) in relation to a main river or any sea defence work, the Environment Agency;

**(65)** 1991 c. 59. Section 23 was amended by the Environment Act 1995 (c. 29), Schedule 22, paragraph 192 and the Flood and Water Management Act 2010 (c. 29), Schedule 2, paragraph 32.

“drainage work” means any watercourse and includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence, sea defence or tidal monitoring;

“ordinary watercourse” has the meaning given in the Land Drainage Act 1991<sup>(66)</sup>;

“plans” includes sections, drawings, specifications and method statements;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 16 metres of a drainage work or is otherwise likely to—

- (a) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
- (b) affect the flow, purity, or quality of water in any watercourse; or
- (c) affect the conservation, distribution or use of water resources.

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**Commencement Information**

**I307** Sch. 16 para. 72 in force at 5.3.2022, see [art. 1](#)

**73.**—(1) Before beginning to construct any specified work, the undertaker must submit to the drainage authority plans of the specified work and such further particulars available to it as the drainage authority may within 28 days of the submission of the plans reasonably require.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the relevant drainage authority.

(3) Any approval of the drainage authority required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within 28 days of the submission of the plans for approval (or submission of further particulars if required by the drainage authority under sub-paragraph (1)) or, in the case of a refusal, if it is not accompanied by a statement of the grounds of refusal; and
- (c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work or, where the drainage authority is the Environment Agency, for the protection of water resources for the prevention of pollution or in the discharge of its environmental duties.

(4) The drainage authority must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

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**Commencement Information**

**I308** Sch. 16 para. 73 in force at 5.3.2022, see [art. 1](#)

**74.** Without limiting paragraph 73, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

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<sup>(66)</sup> See section 72(1).

- (a) to safeguard any drainage work against damage; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased, by reason of any specified work.

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**Commencement Information**

**I309** Sch. 16 para. 74 in force at 5.3.2022, see [art. 1](#)

**75.**—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 74, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part; and
  - (b) to the reasonable satisfaction of the drainage authority, and an officer of the drainage authority is entitled to watch and inspect the construction of such works.
- (2) The undertaker must give to the drainage authority—
- (a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and
  - (b) notice in writing of its completion not later than 7 days after the date on which it is brought into use.

(3) If the drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before the construction of the specified work.

(4) If any part of a specified work or any protective work required by the drainage authority is constructed otherwise than in accordance with the requirements of this Part, the drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the drainage authority reasonably requires.

(5) Subject to sub-paragraph (6), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the drainage authority may execute the works specified in the notice, and any expenditure incurred by it in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the drainage authority must not except in emergency exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined.

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**Commencement Information**

**I310** Sch. 16 para. 75 in force at 5.3.2022, see [art. 1](#)

**76.**—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of any specified work maintain in good repair and condition and free from obstruction any drainage work that is situated within the limits of deviation on land held by the undertaker for the purposes of or in connection with the specified work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any drainage work that the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the drainage authority, the drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the drainage authority reasonably requires.

(3) If, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the drainage authority may do what is necessary for such compliance and may recover any expenditure reasonably incurred by it in so doing from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the drainage authority must not except in a case of emergency exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined.

(5) This paragraph does not apply to—

- (a) drainage works that are vested in the drainage authority or that the drainage authority or another person is liable to maintain and is not prevented by this Order from so doing; and
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part.

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**Commencement Information**

**I311** Sch. 16 para. 76 in force at 5.3.2022, see [art. 1](#)

77. If by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes is impaired, or the drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker to the reasonable satisfaction of the drainage authority and, if the undertaker fails to do so, the drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

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**Commencement Information**

**I312** Sch. 16 para. 77 in force at 5.3.2022, see [art. 1](#)

78. The undertaker must compensate the drainage authority in respect of all costs, charges and expenses that the drainage authority may reasonably incur, have to pay or may sustain—

- (a) in the examination or approval of plans under this Part;
- (b) in inspecting the construction of any specified work or any protective works required by the drainage authority under this Part; and
- (c) in carrying out of any surveys or tests by the drainage authority that are reasonably required in connection with the construction of the specified work.

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**Commencement Information**

**I313** Sch. 16 para. 78 in force at 5.3.2022, see [art. 1](#)



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

**79.**—(1) Without limiting the other provisions of this Part, the undertaker must compensate the drainage authority in respect of all claims, demands, proceedings, costs, damages, expenses or loss that may be made or taken against, recovered from or incurred by, the drainage authority by reason of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any raising or lowering of the water table in land adjoining the authorised development or any sewers, drains and watercourses;
- (c) any flooding or increased flooding of any such land; and
- (d) where the drainage authority is the Environment Agency, inadequate water quality in any watercourse or other surface waters or in any groundwater, that is caused by the construction of any specified work by the undertaker or any act or omission of the undertaker, its contractors, agents or employees whilst engaged on the work.

(2) The drainage authority must give to the undertaker reasonable notice of any such claim or demand, and no settlement or compromise may be made without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

#### Commencement Information

**I314** Sch. 16 para. 79 in force at 5.3.2022, see [art. 1](#)

**80.** The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part.

#### Commencement Information

**I315** Sch. 16 para. 80 in force at 5.3.2022, see [art. 1](#)

**81.** Any dispute between the undertaker and the drainage authority under this Part, if the parties agree, must be determined by arbitration under article 38 (arbitration), but otherwise must be determined by the Secretary of State for Environment, Food and Rural Affairs and [<sup>F10</sup>the Secretary of State for Energy Security and Net Zero] acting jointly on a reference to them by the undertaker or the drainage authority, after notice in writing by one to the other.

#### Textual Amendments

**F10** Words in [Sch. 16 para. 81](#) substituted (3.5.2023) by [The Secretaries of State for Energy Security and Net Zero, for Science, Innovation and Technology, for Business and Trade, and for Culture, Media and Sport and the Transfer of Functions \(National Security and Investment Act 2021 etc\) Order 2023 \(S.I. 2023/424\)](#), [art. 1\(2\)](#), [Sch. para. 77](#) (with [art. 17](#))

#### Commencement Information

**I316** Sch. 16 para. 81 in force at 5.3.2022, see [art. 1](#)



## PART 8

### For the protection of Ørsted Hornsea Project Three (UK) Ltd

**82.** The provisions of this Part apply for the protection of Orsted unless otherwise agreed in writing between the undertaker and Orsted.

#### Commencement Information

**I317** Sch. 16 para. 82 in force at 5.3.2022, see [art. 1](#)

**83.** In this Part—

“apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Orsted or its successor in title within the Hornsea Three Order Land;

“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and “construct” and “constructed” must be construed accordingly;

“Crossing Area” means the land within land parcel 21/08 shown on the land plan and described in the book of reference;

“Orsted” means an undertaker with the benefit of all or part of the Hornsea Three Order for the time being;

“Hornsea Three Order” means the development consent order made by the Secretary of State in relation to Hornsea Three Offshore Wind Farm following on 31st December 2020<sup>(67)</sup>;

“Hornsea Three Order land” means Order land as defined in the Hornsea Three Order;

“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the Hornsea Three Order land;

“proposed Hornsea Three Cable Corridor” means the proposed location for any electrical circuit(s) and construction compound(s) permitted by the Hornsea Three Order within the Hornsea Three Order land;

“specified works” means so much of any works or operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

- (a) within the Crossing Area;
- (b) in, on, under, over or within 25 metres of the proposed Hornsea Three Cable Corridor or any apparatus; or
- (c) may in any way adversely affect any apparatus.

#### Commencement Information

**I318** Sch. 16 para. 83 in force at 5.3.2022, see [art. 1](#)

**84.** The consent of Orsted under this Part is not required where the Hornsea Three Order has expired without the authorised development having been commenced pursuant to paragraph 1 of Part 3 of Schedule 1 to the Hornsea Three Order.

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<sup>(67)</sup> [S.I. 2020/1656](#).

**Commencement Information****I319** Sch. 16 para. 84 in force at 5.3.2022, see [art. 1](#)

**85.** Where conditions are included in any consent granted by Orsted pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Orsted.

**Commencement Information****I320** Sch. 16 para. 85 in force at 5.3.2022, see [art. 1](#)

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

- (a) acquire, extinguish, suspend, override or interfere with any rights that Orsted has in respect of any apparatus or the proposed Hornsea Three Cable Corridor; or
- (b) acquire the Hornsea Three Order land or acquire any new rights or impose restrictive covenants or exercise any powers of temporary use over or in relation to the Hornsea Three Order land without the consent of Orsted, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

**Commencement Information****I321** Sch. 16 para. 86 in force at 5.3.2022, see [art. 1](#)

**87.—(1)** The undertaker must not under the powers of this Order carry out any specified works without the consent of Orsted, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Orsted does not respond within 30 days then consent is deemed to be given.

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to Orsted and must submit such further particulars available to it that Orsted may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Orsted.

(4) Any approval of Orsted required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus or the proposed Hornsea Three Cable Corridor or for securing access to any apparatus or the proposed Hornsea Three Cable Corridor;

(5) Without limiting sub-paragraph (1), it is not reasonable for Orsted to withhold or delay any consent or approval under this Part in relation to specified works in, on, under, or over the Crossing Area solely on the basis of thermal interaction where the plans of the specified works submitted under sub-paragraph (2) demonstrate that all reasonable steps have been taken to minimise thermal interaction between the specified works and any apparatus or the proposed Hornsea Three Cable Corridor.

(6) Where Orsted requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Orsted's reasonable satisfaction.

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any specified works,

new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.

**Commencement Information**

**I322** Sch. 16 para. 87 in force at 5.3.2022, see [art. 1](#)

**88.**—(1) The undertaker must give to Orsted not less than 28 days’ written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of their construction, must give Orsted written notice of the completion.

(2) The undertaker is not required to comply with paragraph 87 or sub-paragraph (1) in a case of emergency, but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonable practicable subsequently and must comply with paragraph 87 in so far as is reasonably practicable in the circumstances.

**Commencement Information**

**I323** Sch. 16 para. 88 in force at 5.3.2022, see [art. 1](#)

**89.** The undertaker must at all reasonable times during construction of the specified works allow Orsted and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

**Commencement Information**

**I324** Sch. 16 para. 89 in force at 5.3.2022, see [art. 1](#)

**90.**—(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Orsted requiring the undertaker to do so, remove the temporary works in, on, under, over, or within the Crossing Area.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Orsted may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

**Commencement Information**

**I325** Sch. 16 para. 90 in force at 5.3.2022, see [art. 1](#)

**91.** If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Orsted to maintain or use the apparatus no less effectively than was possible before the obstruction.

**Commencement Information**

**I326** Sch. 16 para. 91 in force at 5.3.2022, see [art. 1](#)

**92.** The undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Orsted to the proposed Hornsea Three Cable Corridor.

**Commencement Information**

**I327** Sch. 16 para. 92 in force at 5.3.2022, see [art. 1](#)

**93.** To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order within the Crossing Area request up-to-date written confirmation from Orsted of the location of any apparatus or the proposed Hornsea Three Cable Corridor.

**Commencement Information**

**I328** Sch. 16 para. 93 in force at 5.3.2022, see [art. 1](#)

**94.** The undertaker and Orsted must each act in good faith and use reasonable endeavours to cooperate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part.

**Commencement Information**

**I329** Sch. 16 para. 94 in force at 5.3.2022, see [art. 1](#)

**95.** The undertaker must pay to Orsted the reasonable expenses incurred by Orsted in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the proposed Hornsea Three Cable Corridor.

**Commencement Information**

**I330** Sch. 16 para. 95 in force at 5.3.2022, see [art. 1](#)

**96.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Orsted, or Orsted becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Orsted in making good such damage or restoring the service or supply; and
- (b) compensate Orsted for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Orsted, by reason or in consequence of any such damage or interruption or Orsted becoming liable to any third party as aforesaid.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Orsted, its officers, servants, contractors or agents.

(3) Orsted must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) Orsted must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 96 applies. If requested to do so by the undertaker, Orsted shall provide an explanation of how the

claim has been minimised. The undertaker shall only be liable under this paragraph 96 for claims reasonably incurred by Orsted.

(5) The fact that any work or thing has been executed or done with the consent of Orsted and in accordance with any conditions or restrictions prescribed by Orsted or in accordance with any plans approved by Orsted or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

**Commencement Information**

**I331** Sch. 16 para. 96 in force at 5.3.2022, see [art. 1](#)

**97.** Any dispute arising between the undertaker and Orsted under this Part must be determined by arbitration under article 38 (arbitration).

**Commencement Information**

**I332** Sch. 16 para. 97 in force at 5.3.2022, see [art. 1](#)

SCHEDULE 17

Article 45

Compensation to protect the coherence of the national site network

**PART 1**

Flamborough and Filey Coast Special Protection Area:  
Delivery of measures to compensate for kittiwake loss

**1.** In this Part—

“FFC” means the site designated as the Flamborough and Filey Coast Special Protection Area;

“KIMP” means the kittiwake implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult kittiwakes from the FFC as a result of the authorised development;

“kittiwake compensation plan” means the relevant principles for kittiwake compensation set out in the document certified as the In Principle Habitats Regulations Derogation, Provision of Evidence, Appendix 1 Flamborough and Filey Coast SPA In Principle Compensation by the Secretary of State for the purposes of this Order under article 37 (Certification of plans etc); and

“KSG” means the Kittiwake Steering Group.

**Commencement Information**

**I333** Sch. 17 para. 1 in force at 5.3.2022, see [art. 1](#)

**2.** The authorised development may not be commenced until a plan for the work of the KSG has been submitted to and approved by the Secretary of State. Such plan must include:

- (a) terms of reference of the KSG;
- (b) details of the membership of the KSG;

- (c) details of the schedule of meetings, timetable for preparation of the KIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

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**Commencement Information**

**I334** Sch. 17 para. 2 in force at 5.3.2022, see [art. 1](#)

**3.** Following consultation with the KSG, the KIMP must be submitted to and approved by the Secretary of State, in consultation with the local planning authority or authorities for the land containing the artificial nest sites, and the relevant statutory nature conservation body. The KSG must be consulted further as required during the approval process.

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**Commencement Information**

**I335** Sch. 17 para. 3 in force at 5.3.2022, see [art. 1](#)

**4.** The KIMP must include measures to increase the number of adult kittiwakes available to recruit to the FFC in accordance with the principles contained in the kittiwake compensation plan, must contain the relevant matters identified in section 4.6.3 of the kittiwake compensation plan and must include in particular:

- (a) details of the location where the compensation measures will be delivered and the suitability of the site to deliver the measures (including why the location is appropriate ecologically and likely to support successful compensation);
- (b) details of landowner agreements demonstrating how the land will be bought or leased and assurances that the land management will deliver the ecology objectives of the KIMP;
- (c) details of the design of the artificial nest structures, including the projected number of nests that will be accommodated on the structures, and how risks from avian or mammalian predation and unauthorised human access will be mitigated;
- (d) an implementation timetable for the delivery of the artificial nest structures that ensures all compensation measures are in place to allow four full kittiwake breeding seasons prior to the operation of any turbine forming part of the authorised development;
- (e) a maintenance schedule for the artificial nest structures;
- (f) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative compensation measures and/or adaptive management measures;
- (g) provision for annual reporting to the Secretary of State, to include details of the number of birds colonising the site including: evidence of birds prospecting; nesting attempts; egg laying; hatching; and fledging, to identify barriers to breeding success and target alternative or adaptive compensation measures;
- (h) details of how natal dispersal and colony interchange with the FFC kittiwake colony should be investigated, potentially using colour-ringing of chicks; and
- (i) minutes from all consultations with the KSG.

**Commencement Information**

**I336** Sch. 17 para. 4 in force at 5.3.2022, see [art. 1](#)

5. The undertaker must implement the measures as set out in the KIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and the relevant local planning authority. In particular, no operation of any turbine forming part of the authorised development may begin until four full breeding seasons following the implementation of the measures set out in the KIMP have elapsed. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 March in each year and ended on 30 September.

**Commencement Information**

**I337** Sch. 17 para. 5 in force at 5.3.2022, see [art. 1](#)

6. The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the KIMP.

**Commencement Information**

**I338** Sch. 17 para. 6 in force at 5.3.2022, see [art. 1](#)

7. Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the relevant statutory nature conservation body. This must include details of any finding that the measures have been ineffective in securing an increase in the number of adult kittiwakes available to recruit to the FFC and, in such case, proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

**Commencement Information**

**I339** Sch. 17 para. 7 in force at 5.3.2022, see [art. 1](#)

8. Unless otherwise agreed in writing by the Secretary of State or unless the measures set out in the KIMP have already been delivered, the undertaker must not commence construction of Work No.1 until it has first—

- (a) provided a reasonable estimate of the cost of delivery of the compensation measures; and
- (b) put in place either—
  - (i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or
  - (ii) an alternative form of security for that purpose, that has been approved by the Secretary of State.

**Commencement Information**

**I340** Sch. 17 para. 8 in force at 5.3.2022, see [art. 1](#)

9. The artificial nest structures installed under this Part must not be decommissioned without the written approval of the Secretary of State, in consultation with the relevant statutory nature conservation body. The artificial nest structures shall be maintained beyond the operational lifetime of the authorised development if they are colonised, and routine and adaptive management measures and monitoring must continue whilst the artificial nesting structures are in place.

**Commencement Information**

**I341** Sch. 17 para. 9 in force at 5.3.2022, see [art. 1](#)

10. The approved KIMP includes any amendments that may subsequently be agreed in writing by the Secretary of State, in consultation with the relevant statutory nature conservation body. Any amendments to or variations of the approved KIMP must be in accordance with the principles set out in the kittiwake compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any new or materially different environmental effects from those considered in the kittiwake compensation plan.

**Commencement Information**

**I342** Sch. 17 para. 10 in force at 5.3.2022, see [art. 1](#)

11. In the event of any conflict or inconsistency between the terms of the kittiwake compensation plan and the provisions of this Order, the provisions of this Order shall prevail.

**Commencement Information**

**I343** Sch. 17 para. 11 in force at 5.3.2022, see [art. 1](#)

## PART 2

### Alde-Ore Estuary Special Protection Area: Delivery of measures to compensate for the loss of lesser black-backed gull

12. In this Part—

“AOE” means the site designated as the Alde-Ore Estuary Special Protection Area;

“LBBGIMP” means the lesser black-backed gull implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult lesser black-backed gull from the AOE as a result of the authorised development;

“LBBGSG” means the Lesser Black-Backed Gull Steering Group; and

“lesser black-backed gull compensation plan” means the document certified as the In Principle Habitats Regulations Derogation, Provision of Evidence, Appendix 2 Alde-Ore Estuary SPA In Principle Compensation by the Secretary of State for the purposes of this Order under article 37 (Certification of plans etc).

**Commencement Information**

**I344** Sch. 17 para. 12 in force at 5.3.2022, see [art. 1](#)



13. The authorised development may not be commenced until a plan for the work of the LBBGSG has been submitted to and approved by the Secretary of State. Such plan must include:

- (a) terms of reference of the LBBGSG;
- (b) details of the membership of the LBBGSG;
- (c) details of the schedule of meetings, timetable for preparation of the LBBGIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

.....  
**Commencement Information**

**I345** Sch. 17 para. 13 in force at 5.3.2022, see [art. 1](#)

14. Following consultation with the LBBGSG, the LBBGIMP must be submitted to and approved by the Secretary of State, in consultation with the local planning authority or authorities for the land containing the predator control fencing, and the relevant statutory nature conservation body. The LBBGSG must be consulted further as required during the approval process.

.....  
**Commencement Information**

**I346** Sch. 17 para. 14 in force at 5.3.2022, see [art. 1](#)

15. The LBBGIMP must include measures to increase the number of adult lesser black-backed gulls available to recruit to the AOE in accordance with the principles contained in the lesser black-backed gull compensation plan, must contain the relevant matters identified in section 4.6.2 of the lesser black-backed gull compensation plan and must include in particular:

- (a) details of the location where the compensation measures will be delivered and the suitability of the site to deliver the measures (including why the location is appropriate ecologically and likely to support successful compensation);
- (b) details of landowner agreements demonstrating how the land will be bought or leased and assurances that the land management will deliver the ecology objectives of the LBBGIMP;
- (c) details of the design of the predator control fencing including the type of fencing, the area and location of enclosure, and details of any other habitat management measures;
- (d) an implementation timetable for the delivery of the predator control fencing and any other habitat management measures that ensures all compensation measures are in place to allow four full lesser black-backed gull breeding seasons prior to the operation of any turbine forming part of the authorised development;
- (e) a fencing maintenance schedule;
- (f) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative compensation measures and/or adaptive management measures; and
- (g) minutes from all consultations with LBBGSG.

.....  
**Commencement Information**

**I347** Sch. 17 para. 15 in force at 5.3.2022, see [art. 1](#)

16. The undertaker must implement the measures as set out in the LBBGIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and the relevant local planning authority. In particular, no operation of any turbine forming part of the authorised development may begin until four full breeding seasons following the implementation of the measures set out in the LBBGIMP have elapsed. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 March in each year and ended on 30 September.

.....  
**Commencement Information**

**I348** Sch. 17 para. 16 in force at 5.3.2022, see [art. 1](#)

17. The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the LBBGIMP.

.....  
**Commencement Information**

**I349** Sch. 17 para. 17 in force at 5.3.2022, see [art. 1](#)

18. Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the relevant statutory nature conservation body. This must include details of any finding that the measures have been ineffective in securing an increase in the number of adult lesser black-backed gulls available to recruit to the AOE and, in such case, proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

.....  
**Commencement Information**

**I350** Sch. 17 para. 18 in force at 5.3.2022, see [art. 1](#)

19. Unless otherwise agreed in writing by the Secretary of State or unless the measures set out in the LBBGIMP have already been delivered, the undertaker must not commence construction of Work No.1 until it has first—

- (a) provided a reasonable estimate of the cost of delivery of the compensation measures; and
- (b) put in place either—
  - (i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or
  - (ii) an alternative form of security for that purpose, that has been approved by the Secretary of State.

.....  
**Commencement Information**

**I351** Sch. 17 para. 19 in force at 5.3.2022, see [art. 1](#)

20. The predator control fencing installed under this Part must not be decommissioned without the written approval of the Secretary of State, in consultation with the relevant statutory nature conservation body. The predator control fencing shall be maintained beyond the operational lifetime of the authorised development if the site is colonised. The routine and adaptive management measures, and monitoring should continue whilst the fencing is in place.

**Commencement Information**

**I352** Sch. 17 para. 20 in force at 5.3.2022, see [art. 1](#)

**21.** The approved LBBGIMP includes any amendments that may subsequently be agreed in writing by the Secretary of State, in consultation with the relevant statutory nature conservation body. Any amendments to or variations of the approved LBBGIMP must be in accordance with the principles set out in the lesser black-backed gull compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any new or materially different environmental effects from those considered in the LBBGIMP.

**Commencement Information**

**I353** Sch. 17 para. 21 in force at 5.3.2022, see [art. 1](#)

**22.** In the event of any conflict or inconsistency between the terms of the lesser black-backed gull compensation plan and the provisions of this Order, the provisions of this Order shall prevail.

**Commencement Information**

**I354** Sch. 17 para. 22 in force at 5.3.2022, see [art. 1](#)

### PART 3

#### Haisborough, Hammond and Winterton Special Area of Conservation: Delivery of measures to compensate for cable installation and protection

**23.** In this Part—

“BIMP” means the benthic implementation and monitoring plan for the delivery of measures to compensate for the cable installation and protection in the HHW SAC as a result of the authorised development;

“BSG” means the benthic steering group who will shape and inform the scope and delivery of the BIMP;

“HHW SAC” means the Haisborough, Hammond and Winterton Special Area of Conservation; and

“HHW SAC compensation plan” means the document certified as the In principle Habitats Regulations Derogation, Provision of Evidence, Appendix 3 Haisborough, Hammond and Winterton SAC In Principle Compensation by the Secretary of State for the purposes of this Order under article 37 (Certification of plans etc).

**Commencement Information**

**I355** Sch. 17 para. 23 in force at 5.3.2022, see [art. 1](#)

**24.** The authorised development may not be commenced until a plan for the work of the BSG has been submitted to and approved by the Secretary of State. Such plan must include:

- (a) terms of reference of the BSG;
- (b) the membership of the BSG;

- (c) details of the schedule of meetings, timetable for preparation of the BIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

**Commencement Information**

**I356** Sch. 17 para. 24 in force at 5.3.2022, see [art. 1](#)

**25.** The BSG must be consulted on the proposed BIMP prior to the submission to the Secretary of State and must be consulted further as required during the approval process.

**Commencement Information**

**I357** Sch. 17 para. 25 in force at 5.3.2022, see [art. 1](#)

**26.** The undertaker will meet with and report to the BSG at least annually throughout the establishment and implementation phases of the BIMP and document the conclusions of the meetings.

**Commencement Information**

**I358** Sch. 17 para. 26 in force at 5.3.2022, see [art. 1](#)

**27.** The BIMP must be submitted to and approved by the Secretary of State, in consultation with the MMO and the relevant statutory nature conservation body.

**Commencement Information**

**I359** Sch. 17 para. 27 in force at 5.3.2022, see [art. 1](#)

**28.** The BIMP must accord with the relevant principles contained in the HHW SAC compensation plan, must contain the relevant matters identified in paragraph 141 of the HHW SAC compensation plan and must include provision for:

- (a) the identification and retrieval of marine debris; and
- (b) education, awareness and facilities to limit further marine debris,

which are described as Strand 2 and Strand 3 respectively in section 4.3.4 of the HHW SAC compensation plan.

**Commencement Information**

**I360** Sch. 17 para. 28 in force at 5.3.2022, see [art. 1](#)

**29.** The BIMP must include in particular:

- (a) details of any further survey work required to confirm the presence and condition of marine debris;
- (b) details of the location, nature and size of material to be removed from the HHW SAC, which should equate to no less than the area required to compensate for the predicted effects of cable installation and protection (up to 8.3 hectares) but taking into account the quantum of marine debris removal that might already have been delivered pursuant

to Part 3 of Schedule 19 of the Norfolk Boreas Development Consent Order by way of compensation for disturbance to reef habitats where the impact on the HHW SAC is shared by virtue of the shared cable corridor;

- (c) a method statement for its removal, to include the vessel type, tools used and mitigation for how impacts on the surrounding habitat will be minimised;
- (d) a programme of works for removal which must ensure that the required area of marine debris has been removed prior to commencement of any cable installation works in the HHW SAC;
- (e) proposals for monitoring in accordance with the principles set out in the HHW SAC compensation plan as well as proposals for reporting of monitoring;
- (f) success criteria, adaptive management measures, details of alternative search areas outside the HHW SAC to remove the required quantum of marine debris if the required area cannot be recovered from the HHW SAC itself and details of further marine debris removal work that might be carried out if the actual effects of cable installation and protection on the HHW SAC are greater than anticipated;
- (g) programme of delivery for education, awareness and provision of facilities to reduce further marine debris from affecting the HHW SAC;
- (h) details of how all impacts to protected reef habitats within the HHW SAC will be avoided where possible and details of any other mitigations that were included in the outline Norfolk Vanguard Haisborough, Hammond and Winterton Special Area of Conservation site integrity plan; and
- (i) details of the locations for the disposal of dredged material, and evidence that the disposal mechanism will allow sediment to be retained within the sandbank system and avoid impacts to other features, particularly reef habitats.

.....  
**Commencement Information**

**I361** Sch. 17 para. 29 in force at 5.3.2022, see [art. 1](#)

**30.** The BIMP must be carried out as approved, unless otherwise agreed in writing by the Secretary of State in consultation with the MMO and the relevant statutory nature conservation body. In particular, no cable installation works in the HHW SAC may be commenced unless the required area of marine debris has been removed in accordance with the programme referred to in paragraph 29(d).

.....  
**Commencement Information**

**I362** Sch. 17 para. 30 in force at 5.3.2022, see [art. 1](#)

**31.** Unless otherwise agreed in writing with the Secretary of State, prior to the commencement of any cable installation works in the HHW SAC, the undertaker must—

- (a) provide a reasonable estimate of the cost of delivery of the compensation measures; and
- (b) put in place either—
  - (i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or
  - (ii) an alternative form of security for that purpose, that has been approved by the Secretary of State.

*Changes to legislation:* There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022. (See end of Document for details)

**Commencement Information**

**I363** Sch. 17 para. 31 in force at 5.3.2022, see [art. 1](#)

**32.** Results from the monitoring scheme must be submitted at least annually to the Secretary of State, the MMO and the relevant statutory nature conservation body. This must include details of any finding that the measures have been ineffective in securing an improvement in the condition of the HHW SAC and, in such case, proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the MMO and the relevant statutory nature conservation body.

**Commencement Information**

**I364** Sch. 17 para. 32 in force at 5.3.2022, see [art. 1](#)

**33.** A report which demonstrates completion of the activities required by the BIMP must be submitted to the Secretary of State within 12 months of completion of such activities and following approval of the report by the Secretary of State, in consultation with the MMO and the statutory nature conservation body, the undertaker will be discharged from any further obligations under this Part.

**Commencement Information**

**I365** Sch. 17 para. 33 in force at 5.3.2022, see [art. 1](#)

**34.** The approved BIMP includes any amendments that may subsequently be agreed in writing by the Secretary of State, in consultation with the MMO and the relevant statutory nature conservation body. Any amendments to or variations of the BIMP must be in accordance with the principles set out in the HHW SAC compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any new or materially different environmental effects from those considered in the HHW SAC compensation plan.

**Commencement Information**

**I366** Sch. 17 para. 34 in force at 5.3.2022, see [art. 1](#)

**35.** In the event of any conflict or inconsistency between the terms of the HHW SAC compensation plan and the provisions of this Order, the provisions of this Order shall prevail.

**Commencement Information**

**I367** Sch. 17 para. 35 in force at 5.3.2022, see [art. 1](#)

## EXPLANATORY NOTE

*(This note is not part of the Order)*

This Order grants development consent for, and authorises Norfolk Vanguard Limited to construct, operate and maintain a generating station located in the North Sea approximately 47km from the Norfolk coast, together with associated development. For the purposes of the development that it authorises Norfolk Vanguard Limited is authorised by this Order compulsorily or by agreement to purchase land(including rights in land) and the right to use land, as well as to override easements and other rights. This Order also provides a defence in proceedings in respect of statutory nuisance and to discharge water. The Order imposes requirements in connection with the development for which it grants development consent.

This Order also grants deemed marine licences for the marine licensable activities, being the deposit of substances and articles and the carrying out of works, involved in the construction of the generating station and associated development. The deemed marine licences impose conditions in connection with the deposits and works for which they grant consent.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 37 (certification of plans and documents, etc.) may be inspected free of charge at the offices of North Norfolk District Council, Council Offices, Holt Road, Cromer, NR27 9EN.

**Changes to legislation:**

There are currently no known outstanding effects for the The Norfolk Vanguard Offshore Wind Farm Order 2022.



## 7. NORFOLK BOREAS OFFSHORE WIND FARM ORDER 2021



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STATUTORY INSTRUMENTS

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**2021 No. 1414**

**INFRASTRUCTURE PLANNING**

**The Norfolk Boreas Offshore Wind Farm Order 2021**

*Made - - - - 10th December 2021*

*Coming into force - - - - 1st January 2022*

An application has been made to the Secretary of State under section 37 of the Planning Act 2008 (“the 2008 Act”)(1) and in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(2) for an order granting development consent.

The application was examined by the Examining Authority appointed by the Secretary of State pursuant to sections 61(3) and 65(4) of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of that Act and with the Infrastructure Planning (Examination Procedure) Rules 2010(5). The Examining Authority has submitted a report to the Secretary of State under section 74(2)(6) of the 2008 Act.

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(7) and, as a national policy statement has effect in relation to the proposed development, has had regard to the documents and matters referred to in section 104(2)(8) of the 2008 Act.

The Secretary of State, having decided the application, has determined to make an Order granting development consent for the development described in the application on terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

The Secretary of State is satisfied that open space comprised within the Order land, when burdened with the new rights authorised for compulsory acquisition under the terms of this Order, will be no less advantageous than it was before such acquisition, to the persons in whom it is vested, other persons, if any, entitled to rights of common or other rights, and the public and that, accordingly, section 132(3)(9) of the 2008 Act applies.

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(1) [2008 c. 29](#). Section 37 was amended by Chapter 6 of Part 6 of, and Schedule 13 to, the Localism Act [2011 c. 20](#).  
(2) [S.I. 2009/2264](#).  
(3) Section 61 was amended by section 128(2) and Schedule 13, paragraph 18 to the Localism Act [2011 c. 20](#) and by section 26 of the Infrastructure Act [2015 c. 7](#).  
(4) Section 65 was amended by Schedule 13 paragraph 22(2) and Schedule 25, paragraph 1 to the Localism Act [2011 c. 20](#) and by section 27(1) of the Infrastructure Act [2015 c. 7](#).  
(5) [S.I. 2010/103](#), amended by [S.I. 2012/635](#).  
(6) Section 74 was amended by sections 128(2) and 237 and by Schedule 13, paragraph 29 and Schedule 25, paragraph 1, to the Localism Act [2011 c. 20](#).  
(7) [S.I. 2017/572](#).  
(8) Section 104 was amended by section 58(5) of the Marine and Coastal Access Act [2009 \(c. 23\)](#) and by section 128(2) and Schedule 13, paragraphs 1 and 49(1) to (6) of the Localism Act [2011 c. 20](#).  
(9) Section 132 was amended by section 24(3) of the Growth and Infrastructure Act [2013 c. 27](#).

The Secretary of State in exercise of the powers conferred by sections 114, 115, 120(10), 140 and 149A of the 2008 Act makes the following Order—

## PART 1

### Preliminary

#### Citation and commencement

1. This Order may be cited as the Norfolk Boreas Offshore Wind Farm Order 2021 and comes into force on 1st January 2022.

#### Commencement Information

**II** Art. 1 in force at 1.1.2022, see [art. 1](#)

#### Interpretation

2.—(1) In this Order —

- “the 1961 Act” means the Land Compensation Act 1961(11);
- “the 1965 Act” means the Compulsory Purchase Act 1965(12);
- “the 1980 Act” means the Highways Act 1980(13);
- “the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981(14);
- “the 1989 Act” means the Electricity Act 1989(15);
- “the 1990 Act” means the Town and Country Planning Act 1990(16);
- “the 1991 Act” means the New Roads and Street Works Act 1991(17);
- “the 2003 Act” means the Communications Act 2003(18);
- “the 2004 Act” means the Energy Act 2004(19);
- “the 2008 Act” means the Planning Act 2008(20);
- “the 2009 Act” means the Marine and Coastal Access Act 2009(21);
- “the 2016 Regulations” means the Environmental Permitting (England and Wales) Regulations 2016(22);

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(10) Sections 114, 115 and 120 were amended by sections 128(2) and 140 and Schedule 13, paragraphs 1, 55(1), (2) and 60(1) and (3) of the Localism Act 2011 c. 20. Relevant amendments were made to section 115 by section 160(1) to (6) of the Housing and Planning Act 2016 c. 22.

(11) 1961 c. 33.

(12) 1965 c. 56.

(13) 1980 c. 66.

(14) 1981 c. 66.

(15) 1989 c. 29.

(16) 1990 c. 8.

(17) 1991 c. 22.

(18) 2003 c. 21.

(19) 2004 c. 20.

(20) 2008 c. 29.

(21) 2009 c. 23.

(22) S.I. 2016/1154.

“access to works plan” means the plan certified as the access to works plan by the Secretary of State for the purposes of this Order under article 37;

“ancillary works” means the ancillary works described in Part 2 of Schedule 1 (ancillary works) and any other works authorised by this Order and which are not development within the meaning of section 32 of the 2008 Act;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 (authorised development), which is development within the meaning of section 32 of the 2008 Act;

“authorised project” means the authorised development and the ancillary works authorised by this Order;

“book of reference” means the book of reference certified by the Secretary of State under article 37 as the book of reference for the purposes of this Order;

“building” includes any structure or erection or any part of a building, structure or erection;

“business day” means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971<sup>(23)</sup>;

“cable” means any onshore or offshore cable and in respect of any onshore cable includes direct lay cables and/or cables pulled through cable ducts;

“cable ducts” means conduits for the installation of cables and/or fibre optic cables;

“carriageway” has the same meaning as in the 1980 Act;

“commence” means, (a) in relation to works seaward of MHWS, the first carrying out of any licensed marine activities authorised by the deemed marine licences, save for pre-construction surveys and monitoring approved under the deemed marine licences or, (b) in respect of any other works comprised in the authorised project, the first carrying out of any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project other than operations consisting of site clearance, demolition work, archaeological investigations, environmental surveys, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, temporary hard standing, the temporary display of site notices or advertisements and the words “commencement” and “commenced” must be construed accordingly;

“converter building” means the building housing the principal electrical equipment comprised in Work No. 8A;

“deemed marine licences” means the marine licences set out in Schedules 9, 10, 11, 12 and 13;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“design and access statement” means the document certified as the design and access statement by the Secretary of State for the purposes of this Order under article 37;

“development principles” means the document certified as the ‘development principles: layout design rules’ by the Secretary of State for the purposes of the Order under article 37;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order under article 37;

“draught height” means the distance between the lowest point of the rotating blade of a wind turbine generator and MHWS;

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(23) 1971 c. 80.

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order under article 37;

“gravity base” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

“highway” has the same meaning as in section 328(1) of the 1980 Act;

“highway authority” means Highways England or Norfolk County Council (as appropriate);

“horizontal directional drilling” means a trenchless technique for installing an underground duct between two points without the need to excavate vertical shafts;

“Hornsea Three Offshore Wind Farm Development Consent Order” means the development consent order made by the Secretary of State in relation to the Hornsea Three offshore wind farm on 31st December 2020(24);

“important hedgerows plan” means the document certified as the important hedgerows plan by the Secretary of State for the purposes of this Order under article 37;

“in principle Norfolk Boreas Southern North Sea Special Area of Conservation site integrity plan” means the document certified as the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity plan by the Secretary of State for the purposes of this Order under article 37;

“interface cables” means buried onshore cables and fibre optic cables which connect the onshore project substation to the National Grid substation;

“jacket foundation” means a steel jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“jointing pit” means an excavation formed to enable the jointing of high voltage power cables and fibre optic cables;

“jointing works” means a process by which two or more cables or fibre optic cables are connected to each other by means of cable joints within a jointing pit;

“landfall” means the location at which the offshore cables and fibre optic cables come ashore;

“land plans” means the plan or plans certified as the land plan or plans by the Secretary of State for the purposes of this Order under article 37;

“LIDAR” means light detection and ranging;

“limits of deviation” means the limits of deviation referred to in article 4 (limits of deviation) for the overhead line modification works comprised in Work No. 11B;

“main river” has the same meaning as is in the Water Resources Act 1991(25);

“maintain” includes inspect, upkeep, repair, adjust, and alter, and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable, any component part of any wind turbine generator, offshore electrical substation, offshore service platform, meteorological mast, and the onshore transmission works described in Part 1 of Schedule 1 (authorised development) not including

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(24) S.I. 2020/1656.

(25) 1991 c. 56, “main river” is defined in section 113.

the removal, reconstruction or replacement of foundations and buildings associated with the onshore project substation), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“mean low water springs” or “MLWS” means the lowest level which spring tides reach on average over a period of time;

“measurement buoy” means any floating device used for measurement purposes, including LIDAR buoys and wave buoys;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“MMO” means the Marine Management Organisation;

“mobilisation area” means an area associated with the onshore transmission works including hard standings, lay down and storage areas for construction materials and equipment, areas for spoil, areas for vehicular parking, bunded storage areas, areas for welfare facilities including offices and canteen and washroom facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

“National Grid” means National Grid Electricity Transmission PLC;

“National Grid substation extension” means the extension to the existing 400kV Necton National Grid substation to provide a connection point to the 400kV grid network, including switchgear, circuit breakers and extension to existing busbar structures;

“noise sensitive location” means the location of the relevant Receptor Identifier SSR1–SSR11 in Table 25.27, Chapter 25 of the environmental statement;

“Norfolk Boreas Offshore Wind Farm” means the offshore wind farm authorised pursuant to this Order;

“Norfolk Vanguard Offshore Wind Farm” means the offshore wind farm for which Norfolk Vanguard Limited has sought a development consent order pursuant to an application submitted to the Secretary of State on 26th June 2018;

“Norfolk Vanguard East” means the eastern offshore area within which wind turbine generators will be situated for the Norfolk Vanguard Offshore Wind Farm;

“Norfolk Vanguard Onshore Project Substation” means any facility containing electrical equipment including (but not limited to) power transformers, switchgear, welfare facilities, access, fencing and other associated equipment, structures or buildings that may be built as part of the Norfolk Vanguard Offshore Wind Farm;

“offshore cable crossings” means the crossing of existing sub-sea cables or pipelines or other existing offshore infrastructure by the array, interconnecting and/or export cables and fibre optic cables authorised by this Order together with physical protection measures including concrete mattresses, rock placement or other protection methods;

“offshore electrical platform” means a platform attached to the seabed by means of a foundation, with one or more decks, whether open or fully clad, accommodating electrical power transformers, switchgear, instrumentation, protection and control systems, and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order under article 37;

“offshore works” means Work Nos. 1 to 4B and any ancillary works in connection with those works;

“onshore decommissioning plan” means a plan to decommission Work No. 4C to Work No. 12B which includes a programme within which any works of decommissioning must be undertaken;

“onshore project substation” means a facility containing electrical equipment including (but not limited to) power transformers, switchgear, welfare facilities, access, fencing and other associated equipment, structures or buildings;

“offshore service platform” means a platform to house workers offshore and/or provide refuelling facilities and sheltering facilities for helicopters.

“onshore transmission works” means Work Nos. 4C to 12B and any related further associated development in connection with those works and ancillary works described in Schedule 1 Part 1 and Schedule 1 Part 2 respectively;

“OPS Masterplan” means the document certified as the OPS Masterplan by the Secretary of State for the purposes of article 37;

“Order land” means the land shown on the land plans which is within the limits of land to be acquired and described in the book of reference;

“Order limits” means the limits shown on the works plan within which the authorised project may be carried out, whose grid coordinates seaward of MHWS are set out in paragraph 2 of Part 1 of Schedule 1 (authorised development) of this Order;

“outline access management plan” means the document certified as the outline access management plan by the Secretary of State for the purposes of this Order under article 37;

“outline code of construction practice” means the document certified as the outline code of construction practice by the Secretary of State for the purposes of this Order under article 37;

“outline operational drainage plan” means the document certified as the outline operational drainage plan by the Secretary of State for the purposes of this Order under article 37;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order under article 37;

“outline landscape and ecological management strategy” means the document certified as the outline landscape and ecological management strategy by the Secretary of State for the purposes of this Order under article 37;

“outline marine traffic monitoring strategy” means the document certified as the outline marine traffic monitoring strategy by the Secretary of State for the purposes of this Order under article 37;

“outline Norfolk Boreas, Haisborough, Hammond and Winterton Special Area of Conservation Cable Specification Installation and Monitoring Plan” means the document certified as the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Cable Specification, Installation and Monitoring Plan by the Secretary of State for the purposes of this Order under article 37;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of this Order under article 37;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State for the purposes of this Order under article 37;

“outline scour protection and cable protection plan” means the document certified as the outline scour protection and cable protection plan by the Secretary of State for the purposes of this Order under article 37;

“outline skills and employment strategy” means the document certified as the outline skills and employment strategy by the Secretary of State for the purposes of this Order under article 37;

“outline traffic management plan” means the document certified as the outline traffic management plan by the Secretary of State for the purposes of this Order under article 37;

“outline travel plan” means the document certified as the outline travel plan by the Secretary of State for the purposes of this Order under article 37;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order under article 37;

“outline written scheme of investigation (onshore)” means the document certified as the outline written scheme of investigation (onshore) by the Secretary of State for the purposes of this Order under article 37;

“overhead line modification” means alteration and repositioning of the overhead line, including removal of part of the overhead line, in respect of the existing Walpole to Norwich Main 400kV overhead line between pylons 4VV123 and 4VV127 on land north east of Necton, Norfolk to allow connection into the National Grid substation extension including connecting into the National Grid sealing end compound;

“owner”, in relation to land, has the same meaning as in section 7 of the Acquisition of Land Act 1981(26);

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“private means of access to be permanently stopped up plan” means the plan certified as the private means of access to be permanently stopped up plan by the Secretary of State for the purposes of this Order under article 37;

“relevant drainage authorities” means the drainage board for the area of land to which the relevant provision of this Order applies within the meaning of section 23 of the Land Drainage Act 1991(27);

“relevant planning authority” means the district planning authority for the area in which the land to which the relevant provision of this Order applies is situated;

“requirements” means, or a reference to a numbered requirement is to, those matters set out in Part 3 of Schedule 1 (requirements) to this Order;

“scenario 1” means the scenario in which the Norfolk Vanguard Offshore Wind Farm proceeds to construction and carries out enabling works including the laying of onshore cable ducts, to benefit the Norfolk Boreas Offshore Wind Farm;

“scenario 2” means the scenario in which the Norfolk Vanguard Offshore Wind Farm does not proceed to construction and Norfolk Boreas Offshore Wind Farm is built out as an independent project including the laying of onshore cable ducts;

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(26) 1981 c. 67. Section 7 was amended by section 70 of, and paragraph 9 of Schedule 15 to, the Planning and Compensation Act 1991 (c. 34). There are other amendments to the 1981 Act which are not relevant to this Order.

(27) 1991 c. 59. Section 23 was amended by paragraph 192 of Schedule 22 to, the Environment Act 1995 c. 25, and by paragraph 32 of Schedule 2 to, the Flood and Water Management Act 2010 c. 29.



“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement;

“single offshore phase” means carrying out all offshore works as a single construction operation;

“single onshore phase” means a single duct laying operation (where relevant under scenario 2), one separate operation to pull the cables through the ducts and one separate operation to fit out the onshore project substation;

“stage” means a defined stage of the authorised development, as described in a scheme submitted to the relevant planning authority pursuant to requirement 15;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“statutory undertaker” means any person falling within section 127(8) of the 2008 Act and a public communications provider as defined in section 151 of the 2003 Act;

“street” means a street within the meaning of section 48 of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes part of a street;

“street authority”, in relation to a street, has the same meaning as in Part 3 of the 1991 Act<sup>(28)</sup>;

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“temporary stopping up of public rights of way plan” means the plan certified as the temporary stopping up of public rights of way plan by the Secretary of State for the purposes of this Order under article 37;

“tetrabase foundation” means a tripod shaped steel frame anchored under its own weight or through pin pile or suction bucket anchoring and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“transition jointing pit” means an excavation formed to enable the jointing of the offshore export cables and fibre optic cables comprised in Work No. 4B to the onshore transmission works;

“tribunal” means the Lands Chamber of the Upper Tribunal;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“trenchless installation techniques” means techniques for installing an underground duct between two points, without excavating and back-filling a trench;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“two onshore phases” means a single duct laying operation (where relevant under scenario 2), two separate operations to pull the cables through the ducts and two separate operations to fit out the onshore project substation;

“undertaker” means Norfolk Boreas Limited (Company No. 03722058) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

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(28) “street authority” is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act c. 7.

“watercourse” includes all rivers, streams, creeks, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain;

“wind turbine generator” means a structure comprising a tower, rotor with up to three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include (but is not limited to) corrosion protection systems, helicopter landing facilities and other associated equipment, fixed to a foundation; and

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of this Order under article 37;

(2) References in this Order to rights over land include references to rights to do or restrain or to place and maintain, anything in, on or under land or in the air-space above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over the land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or which is an interest otherwise comprised in the Order land.

(3) All distances, directions and lengths referred to in this Order are approximate, save in respect of the parameters referred to in:

- (a) paragraph (c) and paragraph (e) (disposal volumes in connection with Work Nos. 1 to 4B) under the heading “Further Associated Development” in Part 1, Schedule 1 (authorised development);
- (b) requirements 2 to 11 and requirement 16 in Part 3, Schedule 1 (requirements);
- (c) conditions 1-8 in Part 4 of the deemed marine licences for the generation assets (Schedules 9 and 10);
- (d) conditions 1-3 in Part 4 of the deemed marine licences for the transmission assets (Schedules 11 and 12); and
- (e) condition 2 in Part 4 of the deemed marine licences for the project interconnector assets (Schedule 13);

(4) Any reference in this Order to a work identified by the number of the work is to be construed as a reference to the work of that number authorised by this Order.

(5) Unless otherwise stated, references in this Order to points identified by letters are to be construed as references to the points so lettered on the works plan.

(6) The expression “includes” is to be construed without limitation unless the contrary intention appears.

#### **Commencement Information**

**I2** Art. 2 in force at 1.1.2022, see [art. 1](#)

## **PART 2**

### **Principal Powers**

#### **Development consent etc. granted by the Order**

**3.—(1)** Subject to the provisions of this Order and to the requirements the undertaker is granted—

- (a) development consent for the authorised development; and
- (b) consent for the ancillary works,

to be carried out within the Order limits.

(2) Subject to the requirements and conditions in the deemed marine licences, Work Nos. 1 to 4B must be constructed within the Order limits seaward of MHWS and Work Nos. 4C to 12B must be constructed within the Order limits landward of MHWS.

(3) Unless otherwise stated under Part 3 of Schedule 1, the requirements apply to scenario 1 and scenario 2.

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**Commencement Information**

**I3** Art. 3 in force at 1.1.2022, see [art. 1](#)

**Limits of deviation**

**4.** In the event that the undertaker carries out the overhead line modification as part of Work No.11B the undertaker may—

- (a) deviate vertically from the levels of the existing 400kV overhead line from Walpole to Norwich Main to be modified as part of Work No.11B—
  - (i) to any extent not exceeding 4 metres upwards; or
  - (ii) to any extent downwards as may be found to be necessary or convenient.
- (b) deviate laterally from the lines or situations of the existing 400kV overhead line from Walpole to Norwich Main to be modified as part of Work No.11B
  - (i) to any extent not exceeding 25 metres either side of the existing overhead line as shown by the limits of deviation relating to that work on the works plan.

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**Commencement Information**

**I4** Art. 4 in force at 1.1.2022, see [art. 1](#)

**Power to maintain authorised project**

**5.—(1)** The undertaker may at any time maintain the authorised project, except to the extent that this Order or an agreement made under this Order provides otherwise.

(2) The power to maintain conferred under paragraph (1) does not relieve the undertaker of any requirement to obtain a licence under Part 4 of the 2009 Act (marine licensing) for offshore works not covered by the deemed marine licences.

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**Commencement Information**

**I5** Art. 5 in force at 1.1.2022, see [art. 1](#)

**Benefit of the Order**

**6.—(1)** Subject to this article, the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Subject to paragraphs (4), (5) and (6), the undertaker may with the written consent of the Secretary of State—

- (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (3) below) and such related statutory rights as may be agreed between the undertaker and the transferee; and

- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (3) below) and such related statutory rights as may be so agreed;

except where paragraph (10) applies, in which case no consent of the Secretary of State is required.

(3) Subject to paragraph (5), the undertaker may with the written consent of the Secretary of State—

- (a) where an agreement has been made in accordance with paragraph (2)(a), transfer to the transferee the whole of any of the deemed marine licences and such related statutory rights as may be agreed between the undertaker and the transferee; or
- (b) where an agreement has been made in accordance with paragraph (2)(b), grant to the lessee, for the duration of the period mentioned in paragraph (2)(b), the whole of any of the deemed marine licences and such related statutory rights as may be so agreed;

except where paragraph (10) applies, in which case no consent of the Secretary of State is required.

(4) The undertaker must consult the Secretary of State before making an application for consent under this article by giving notice in writing of the proposed application.

(5) The Secretary of State shall consult the MMO before giving consent to the transfer or grant to another person of the whole of the benefit of the provisions of the deemed marine licences.

(6) The Secretary of State shall consult National Grid before giving consent to the transfer or grant to a person of any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (3) above).

(7) Where an agreement has been made in accordance with paragraph (2) or (3) references in this Order to the undertaker, except in paragraph (8), (9), or [F1(J1)], include references to the transferee or lessee.

(8) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (2) or (3) are subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(9) Where an agreement has been made in accordance with paragraph (2) or (3)—

- (a) the benefit (“the transferred benefit”) includes any rights that are conferred, and any obligations that are imposed by virtue of the provisions to which the benefit relates;
- (b) the transferred benefit resides exclusively with the transferee or, as the case may be, the lessee and the transferred benefit is not enforceable against the undertaker save in the case of a deemed marine licence transferred or granted in respect of any breach of an obligation by the undertaker which occurs prior to such transfer or grant or which occurs as a result of any activity carried out by the undertaker on behalf of the transferee.
- (c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (2) or (3) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(10) The consent of the Secretary of State is required for the exercise of powers under paragraph (2) or (3) except where—

- (a) the transferee or lessee is a person who holds a licence under section 6 of the 1989 Act; or
- (b) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—
  - (i) no such claims have been made,
  - (ii) any such claim has been made and has been compromised or withdrawn,

- (iii) compensation has been paid in final settlement of any such claim,
- (iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or
- (v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable.

(11) The provisions of article 9 (street works), article 11 (stopping up of streets), article 18 (compulsory acquisition of land), article 20 (compulsory acquisition of rights and the imposition of restrictive covenants), article 26 (temporary use of land for carrying out the authorised project) and article 27 (temporary use of land for maintaining the authorised project) have effect only for the benefit of the named undertaker and a person who is a transferee or lessee and is also—

- (a) in respect of Work Nos. 4C to 12B a person who <sup>F2</sup>holds a licence under section 6 of the 1989 Act]; or
- (b) in respect of functions under article 9 (street works) relating to a street, a street authority.

(12) Prior to any transfer or grant under this article taking effect the undertaker must give notice in writing to the Secretary of State, and if such transfer or grant relates to the exercise of powers in their area, to the MMO and the relevant planning authority.

(13) A notice required under paragraphs (4) and (12) must—

- (a) state—
  - (i) the name and contact details of the person to whom the benefit of the provisions will be transferred or granted;
  - (ii) subject to paragraph (14), the date on which the transfer will take effect;
  - (iii) the provisions to be transferred or granted; and
  - (iv) the restrictions, liabilities and obligations that, in accordance with paragraph (9), will apply to the person exercising the powers transferred or granted; and
  - (v) except where paragraph (10)(a) or 10(b) applies, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land.
- (b) where relevant, be accompanied by—
  - (i) a plan showing the works or areas to which the transfer or grant relates; and
  - (ii) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.

(14) The date specified under paragraph (13)(a)(ii) must not be earlier than the expiry of fourteen days from the date of the receipt of the notice.

(15) The notice given under paragraph (12) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

(16) Section 72(7) and (8) of the 2009 Act do not apply to a transfer or grant of the benefit of the provisions of any of the deemed marine licences to another person by the undertaker pursuant to an agreement under this article.

**F1** Art. 6(7) bracket inserted (12.8.2022) by [The Norfolk Boreas Offshore Wind Farm \(Corrections\) Order 2022 \(S.I. 2022/901\)](#), art. 1(2), [Sch.](#)

**F2** Words in art. 6(11)(a) substituted (12.8.2022) by [The Norfolk Boreas Offshore Wind Farm \(Corrections\) Order 2022 \(S.I. 2022/901\)](#), art. 1(2), [Sch.](#)

#### Commencement Information

**I6** Art. 6 in force at 1.1.2022, see [art. 1](#)

#### Application and modification of legislative provisions

7.—(1) Regulation 6 of the Hedgerows Regulations 1997<sup>(29)</sup> is modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j) the following—

“or

(k) for carrying out development which has been authorised by an order granting development consent pursuant to the Planning Act 2008.”.

(2) The provisions of the Neighbourhood Planning Act 2017<sup>(30)</sup> insofar as they relate to temporary possession of land under articles 26 (temporary use of land for carrying out the authorised project) and 27 (temporary use of land for maintaining the authorised project) of this Order do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project.

(3) The following provisions do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project—

- (a) the 2016 Regulations, to the extent that they require a permit for anything that would have required consent made under section 109 of the Water Resources Act 1991 immediately before the repeal of that section;
- (b) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 of the Water Resources Act 1991 that require consent or approval for the carrying out of works;
- (c) section 23 of the Land Drainage Act 1991<sup>(31)</sup> (prohibition of obstructions etc. in watercourses); and
- (d) the provisions of any byelaws made under section 66 of the Land Drainage Act 1991 (powers to make byelaws) that require consent or approval for the carrying out of works.

#### Commencement Information

**I7** Art. 7 in force at 1.1.2022, see [art. 1](#)

#### Defence to proceedings in respect of statutory nuisance

8.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990<sup>(32)</sup> (summary proceedings by persons aggrieved by statutory nuisance) in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance) no order may be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) the defendant shows that the nuisance—

<sup>(29)</sup> SI 1997/1160.

<sup>(30)</sup> 2017 c. 20.

<sup>(31)</sup> 1991 c. 59.

<sup>(32)</sup> 1990 c. 43. Section 82 was amended by section 107 and paragraph 6 of Schedule 17 to the Environment Act 1995 c. 25, section 5 of the Noise and Statutory Nuisance Act 1993 c. 40, and section 103 of the Clean Neighbourhood and Environment Act 2005 c. 16 and section 79 was amended by sections 101 and 102 of the Clean Neighbourhoods and Environment Act 2005 c. 16, and by section 120 and paragraph 89 of Schedule 22 to the Environment Act 2005. There are other amendments which are not relevant to the Order.

- (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project and that the nuisance is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction sites), or a consent given under section 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974(33); or
  - (ii) is a consequence of the construction or maintenance of the authorised project and that it cannot reasonably be avoided; or
- (b) the defendant shows that the nuisance—
- (i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and that the nuisance is attributable to the use of the authorised project which is being used in compliance with requirement 27 (control of noise during operational phase and during maintenance); or
  - (ii) is a consequence of the use of the authorised project and that it cannot reasonably be avoided.

(2) Section 61(9) of the Control of Pollution Act 1974 does not apply where the consent relates to the use of premises by the undertaker for purposes of or in connection with the construction or maintenance of the authorised project.

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**Commencement Information**

**18** Art. 8 in force at 1.1.2022, see [art. 1](#)

## PART 3

### Streets

#### Street works

**9.—(1)** The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Part 1 of Schedule 2 (streets subject to street works) in the event of scenario 1, or Part 2 of Schedule 2 (streets subject to street works) in the event of scenario 2, as is within the Order limits and may—

- (a) break up or open the street, or any sewer, drain or tunnel within or under it;
- (b) tunnel or bore under the street;
- (c) remove or use all earth and materials in or under the street;
- (d) place and keep apparatus under the street;
- (e) maintain apparatus under the street or change its position; and
- (f) execute any works required for or incidental to any works referred to in sub-paragraphs (a), (b), (c), (d) and (e).

(2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

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(33) 1974 c. 40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 15 to, the Environmental Protection Act 1990 c. 43. There are other amendments to the 1974 Act which are not relevant to the Order.

(3) In this article “apparatus” has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act.

**Commencement Information**

**I9** Art. 9 in force at 1.1.2022, see [art. 1](#)

**Public rights of way**

**10.** The undertaker may, in connection with the carrying out of the authorised project, temporarily stop up each of the public rights of way specified in column (2) of Parts 1 and 2 of Schedule 3 (public rights of way to be temporarily stopped up) to the extent specified in column (3) of Part 1 of Schedule 3 in the event of scenario 1, or Part 2 of Schedule 3 in the event of scenario 2, by reference to the letters shown on the temporary stopping up of public rights of way plan.

**Commencement Information**

**I10** Art. 10 in force at 1.1.2022, see [art. 1](#)

**Stopping up of streets**

**11.—(1)** The undertaker, during and for the purposes of carrying out the authorised project, may temporarily stop up, divert and alter any street and may for any reasonable time—

- (a) divert the traffic or a class of traffic from the street; and
- (b) subject to paragraph (3), prevent all persons from passing along the street.

(2) Without limiting paragraph (1), the undertaker may, during and for the purposes of carrying out the authorised project, use any street temporarily stopped up, diverted or altered under the powers conferred by this article within the Order limits as a temporary working site.

(3) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street affected by the temporary stopping up, diversion or alteration of a street under this article if there would otherwise be no such access.

(4) Without limiting paragraph (1), the undertaker may temporarily stop up, divert or alter the streets specified in column 2 of Part 1 of Schedule 4 (Streets to be temporarily stopped up (Scenario 1)) in the event of scenario 1, or column 2 of Part 2 of Schedule 4 (Streets to be temporarily stopped up (Scenario 2)) in the event of scenario 2, to the extent specified, by reference to the letters and numbers shown on the streets to be temporarily stopped up plan, in column (3) of Parts 1 and 2 of that Schedule.

- (5) The undertaker must not temporarily stop up, divert, alter or use as a temporary working site—
- (a) any street referred to in paragraph (4) without first consulting the street authority; and
  - (b) any other street without the consent of the street authority, which may attach reasonable conditions to the consent.

(6) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (5)(b) that street authority is deemed to have granted consent.

(7) In the event of scenario 1 the undertaker may, in connection with the carrying out of the authorised development, stop up the private means of access specified in columns (1) and (2) of Part 3 of Schedule 4 (permanent stopping up of private means of access for which a substitute is to be provided) to the extent specified, by reference to the letters and numbers shown on the private means



of access to be permanently stopped up plan, described in column (3) of that Schedule provided that—

- (a) the new private means of access, specified in column (4) Part 3 of Schedule 4, is constructed and substituted for it; or
  - (b) a temporary alternative route for the passage of such traffic as could have used the private means of access to be stopped up is first provided and subsequently maintained by the undertaker, between the commencement and termination points for the stopping up of the private means of access until the completion and opening of the new private means of access in accordance with paragraph (7)(a).
- (8) Where a private means of access has been stopped up under paragraph (7) of this article—
- (a) all rights of way over or along the private means of access so stopped up are extinguished; and
  - (b) the undertaker may appropriate and use for the purposes of the authorised development so much of the site of the private means of access as is bounded on both sides by land owned by the undertaker.
- (9) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

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**Commencement Information**

**II1** Art. 11 in force at 1.1.2022, see [art. 1](#)

**Access to works**

- 12.**—(1) The undertaker may, for the purposes of the authorised project—
- (a) form and lay out means of access, or improve existing means of access, in the locations specified in columns (1) and (2) of Part 1 of Schedule 5 (access to works) in the event of scenario 1, or columns (1) and (2) of Part 2 of Schedule 5 (access to works) in the event of scenario 2; and
  - (b) with the approval of the relevant planning authority after consultation with the highway authority in accordance with requirement 22 (highway accesses), form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.
- (2) If the relevant planning authority fails to notify the undertaker of its decision within 28 days of receiving an application for approval under paragraph (1)(b) that relevant planning authority is deemed to have granted approval.

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**Commencement Information**

**II2** Art. 12 in force at 1.1.2022, see [art. 1](#)

**Agreements with street authorities**

- 13.**—(1) A street authority and the undertaker may enter into agreements with respect to—
- (a) any temporary stopping up, alteration or diversion of a street authorised by this Order; or
  - (b) the carrying out in the street of any of the works referred to in article 9(1) (street works).

- (2) Such an agreement may, without prejudice to the generality of paragraph (1)—
- (a) make provision for the street authority to carry out any function under this Order which relates to the street in question;
  - (b) include an agreement between the undertaker and street authority specifying a reasonable time for the completion of the works; and
  - (c) contain such terms as to payment and otherwise as the parties consider appropriate.

**Commencement Information**

**I13** Art. 13 in force at 1.1.2022, see [art. 1](#)

**Application of the 1991 Act**

**14.**—(1) The provisions of the 1991 Act mentioned in paragraph (2) that apply in relation to the carrying out of street works under that Act and any regulations made or code of practice issued or approved under those provisions apply (with all necessary modifications) in relation to—

- (a) the carrying out of works under article 9 (street works); and
- (b) the temporary stopping up, temporary alteration or temporary diversion of a street by the undertaker under article 11 (stopping up of streets)

whether or not the carrying out of the works or the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

- (2) The provisions of the 1991 Act<sup>(34)</sup> are—
- (a) subject to paragraph (3), section 55 (notice of starting date of works);
  - (b) section 57 (notice of emergency works);
  - (c) section 60 (general duty of undertakers to co-operate);
  - (d) section 68 (facilities to be afforded to street authority);
  - (e) section 69 (works likely to affect other apparatus in the street);
  - (f) section 76 (liability for cost of temporary traffic regulation);
  - (g) section 77 (liability for cost of use of alternative route); and
  - (h) all provisions of that Act that apply for the purposes of the provisions referred to in subparagraphs (a) to (g).

(3) Sections 55 of the 1991 Act as applied by paragraph (2) has effect as if references in section 57 of that Act to emergency works included a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

**Commencement Information**

**I14** Art. 14 in force at 1.1.2022, see [art. 1](#)

<sup>(34)</sup> Sections 55, 57, 60, 68 and 69 were amended by the Traffic Management Act 2004 c. 18.

## PART 4

### Supplemental Powers

#### Discharge of water and works to watercourses

**15.**—(1) Subject to paragraphs (3) and (4) below the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) is determined as if it were a dispute under section 106 of the Water Industry Act 1991<sup>(35)</sup> (right to communicate with public sewers).

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs; and such consent may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld.

(4) The undertaker must not carry out any works to any public sewer or drain pursuant to paragraph (1) except—

(a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and

(b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(6) Nothing in this article overrides the requirement for an environmental permit under Regulation 12(1)(b) of the 2016 Regulations insofar as the discharge activity comes within the definition contained within the 2016 Regulations.

(7) Subject to paragraph (8) below, the undertaker may in connection with the carrying out or maintenance of the authorised project, alter the bed or banks of, and construct works in, under, over or within any watercourse and may divert, alter, interrupt or obstruct the flow of any watercourse within the Order limits.

(8) The undertaker must not:

(a) undertake any works within 8 metres of, any watercourse forming part of a river, or within 16 metres of a tidally influenced main river without the consent of the Environment Agency, which must not be unreasonably withheld but may be subject to reasonable conditions; and

(b) undertake any works to any ordinary watercourse without the consent of the relevant drainage authorities or Norfolk County Council as the case may be, which must not be unreasonably withheld but may be subject to reasonable conditions.

(9) In this article—

(a) “public sewer or drain” means a sewer or drain which belongs to a sewerage undertaker, the Environment Agency, a relevant drainage authority or a local authority;

(b) “ordinary watercourse” has the meaning given in the Land Drainage Act 1991;

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<sup>(35)</sup> 1991 c. 56. Section 106 was amended by sections 35(8)(a) and 43(2) and paragraph 1 of Schedule 2 to the Competition and Service (Utilities) Act 1992 c. 43 and sections 36(2) and 99 of the Water Act 2003 c. 37 and section 32, and paragraph 16(1) of Schedule 3 to, the Flood and Water Management Act 2010 c. 29.

- (c) other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991 have the same meaning as in that Act.

(10) If a person who receives an application for consent or approval fails to notify the undertaker of a decision within 28 days of receiving an application for consent under paragraph (3), approval under paragraph 4(a) or consent under paragraph (8) that person is deemed to have granted consent or given approval, as the case may be.

**Commencement Information**

**I15** Art. 15 in force at 1.1.2022, see [art. 1](#)

**Authority to survey and investigate the land onshore**

**16.**—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised project and—

- (a) survey or investigate the land;
- (b) without prejudice to the generality of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;
- (c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner and occupier of the land.

(3) The notice required under paragraph (2) must indicate the nature of the survey or investigation that the undertaker intends to carry out.

(4) Any person entering land under this article on behalf of the undertaker—

- (a) must, if so required on entering the land, produce written evidence of their authority to do so; and
- (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(5) No trial holes may be made under this article—

- (a) in land forming a railway without the consent of Network Rail Infrastructure Limited; or
- (b) in land held by or in right of the Crown without the consent of the Crown.

(6) No trial holes may be made under this article—

- (a) in land located within the highway boundary without the consent of the highway authority; or
- (b) in a private street without the consent of the street authority,

but such consent must not be unreasonably withheld.

(7) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) If either a highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the application for consent—

- (a) under paragraph (5)(a) in the case of a highway authority; or
- (b) under paragraph (5)(b) in the case of a street authority;

that authority is deemed to have granted consent.

(9) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

#### Commencement Information

**I16** Art. 16 in force at 1.1.2022, see [art. 1](#)

#### Removal of human remains

**17.—**(1) In this article, “the specified land” means the land within the Order limits.

(2) Before the undertaker carries out any development or works which will or may disturb any human remains in the specified land, it must remove those human remains from the specified land, or cause them to be removed, in accordance with the following provisions of this article.

(3) Before any such remains are removed from the specified land, the undertaker must give notice of the intended removal, describing the specified land and stating the general effect of the following provisions of this article, by—

- (a) publishing a notice once in each of 2 successive weeks in a newspaper circulating in the area of the authorised project; and
- (b) displaying a notice in a conspicuous place on or near to the specified land.

(4) As soon as reasonably practicable after the first publication of a notice under paragraph (3), the undertaker must send a copy of the notice to the relevant planning authority.

(5) At any time within 56 days after the first publication of a notice under paragraph (3), any person who is a personal representative or relative of any deceased person whose remains are interred in the specified land may give notice in writing to the undertaker of that person’s intention to undertake the removal of the remains.

(6) Where a person has given notice under paragraph (5), and the remains in question can be identified, that person may cause such remains to be—

- (a) removed and re-interred in any burial ground or cemetery in which burials may legally take place; or
- (b) removed to, and cremated in, any crematorium

and that person must, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (11).

(7) If the undertaker is not satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question must be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who must remove the remains and as to the payment of the costs of the application.

(8) The undertaker must pay the reasonable expenses of removing and re-interring or cremating the remains of any deceased person under this article.

(9) If—

- (a) within the period of 56 days referred to in paragraph (5) no notice under that paragraph has been given to the undertaker in respect of any remains in the specified land; or
  - (b) such notice is given and no application is made under paragraph (7) within 56 days after the giving of the notice, but the person who gave the notice fails to remove the remains within a further period of 56 days; or
  - (c) within 56 days after any order is made by the county court under paragraph (7) any person, other than the undertaker, specified in the order fails to remove the remains; or
  - (d) it is determined that the remains to which any such notice relates cannot be identified,
- subject to paragraph (10), the undertaker must remove the remains and cause them to be re-interred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves must be re-interred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.
- (10) If the undertaker is satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and re-interment or cremation of the remains.
- (11) On the re-interment or cremation of any remains under this article—
- (a) a certificate of re-interment or cremation must be sent by the undertaker to the Registrar General giving the date of re-interment or cremation and identifying the place from which the remains were removed and the place in which they were re-interred or cremated; and
  - (b) a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (9) must be sent by the undertaker to the relevant planning authority mentioned in paragraph (4).
- (12) The removal of the remains of any deceased person under this article must be carried out in accordance with any directions which may be given by the Secretary of State.
- (13) Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.
- (14) Section 25 of the Burial Act 1857<sup>(36)</sup> (offence of removal of body from burial ground) does not apply to a removal carried out in accordance with this article.

#### Commencement Information

**I17** Art. 17 in force at 1.1.2022, see [art. 1](#)

## PART 5

### Powers of Acquisition

#### Compulsory acquisition of land

**18.**—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the construction, operation or maintenance of the authorised project or to facilitate, or is incidental to, it.

<sup>(36)</sup> 1857 c. 81.

(2) This article is subject to article 19 (time limit for exercise of authority to acquire land compulsorily), article 20 (compulsory acquisition of rights and the imposition of restrictive covenants), article 24 (acquisition of subsoil and airspace only), article 25 (rights under or over streets), article 26 (temporary use of land for carrying out the authorised project) and article 41 (Crown rights).

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**Commencement Information**

**I18** Art. 18 in force at 1.1.2022, see [art. 1](#)

**Time limit for exercise of authority to acquire land compulsorily**

**19.**—(1) After the end of the period of 5 years beginning on the day on which this Order is made—

- (a) no notice to treat may be served under Part 1 of the 1965 Act (which makes provision for compulsory purchase under the Acquisition of Land Act 1981); and
- (b) no declaration may be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 22 (application of the 1981 Act).

(2) The authority conferred by article 26 (temporary use of land for carrying out the authorised project) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

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**Commencement Information**

**I19** Art. 19 in force at 1.1.2022, see [art. 1](#)

**Compulsory acquisition of rights and the imposition of restrictive covenants**

**20.**—(1) Subject to the provisions of this article, the undertaker may acquire compulsorily such rights or impose restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 18 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) Subject to the provisions of this article, article 21 (private rights) and article 29 (statutory undertakers), in the case of the Order land specified in column (1) of Part 1 of Schedule 6 (land in which only new rights etc. may be acquired) in the event of scenario 1, or column (1) of Part 2 of Schedule 6 (land in which only new rights etc. may be acquired) in the event of scenario 2, the undertaker's powers of compulsory acquisition are limited to the acquisition of such new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column (2) of the relevant Part of that Schedule.

(3) Subject to section 8 (other provisions as to divided land) of the 1965 Act, as modified by paragraph 5 of Schedule 7 (modification of compensation and compulsory purchase enactments for creation of new rights), where the undertaker acquires an existing right over land or restrictive covenant under paragraph (1), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 7 has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of restrictive covenants.

(5) In any case where the acquisition of new rights under paragraphs (1) and (2) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may,



with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

**Commencement Information**

**I20** Art. 20 in force at 1.1.2022, see [art. 1](#)

**Private rights**

**21.**—(1) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition under article 18 (compulsory acquisition of land) are suspended and unenforceable or, where so notified by the undertaker to the person with the benefit of such private rights or restrictive covenants, extinguished in so far as in either case their continuance would be inconsistent with the exercise of the powers under article 18.

- (a) as from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry)

whichever is the earliest.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 20 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

- (a) as from the date of the acquisition of the right or the imposition of the restrictive covenant by the undertaker (whether the right is acquired compulsorily, by agreement or through the grant of lease of the land by agreement); or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act in pursuance of the right

whichever is the earliest.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).

(5) This article does not apply in relation to any right to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 29 (statutory undertakers) applies.

(6) Paragraphs (1) to (3) have effect subject to—

- (a) any notice given by the undertaker before—
  - (i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;



- (ii) the undertaker’s appropriation of the land,
- (iii) the undertaker’s entry onto the land, or
- (iv) the undertaker’s taking temporary possession of the land

that any or all of those paragraphs do not apply to any right specified in the notice; or

- (b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.

(7) If an agreement referred to in paragraph (6)(b)—

- (a) is made with a person in or to whom the right is vested or belongs; and
- (b) is expressed to have effect also for the benefit of those deriving title from or under that person

the agreement is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

(8) Reference in this article to private rights over land includes reference to any trusts or incidents to which the land is subject.

#### Commencement Information

**I21** Art. 21 in force at 1.1.2022, see [art. 1](#)

#### Application of the 1981 Act

**22.**—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(2) The 1981 Act, as so applied, has effect with the following modifications.

(3) In section 1 (application of act), for subsection 2, substitute—

“(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.”

(4) Section 5 (earliest date for execution of declaration) is omitted.

(5) Section 5A (time limit for general vesting declaration) is omitted<sup>(37)</sup>.

(6) In section 5B (extension of time limit during challenge)<sup>(38)</sup>—

- (a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent)”; and
- (b) for “the three year period mentioned in section 5A” substitute “the five year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Norfolk Boreas Offshore Wind Farm Order 2021”.

(7) In section 6 (notices after execution of declaration), in subsection (1)(b) for “section 15 of, or paragraph 5 of Schedule 1 to, the Acquisition of Land Act 1981” substitute “section 134 (notice of authorisation of compulsory acquisition) of the Planning Act 2008”.

(8) In section 7 (constructive notice to treat), in subsection (1)(a), the words “(as modified by section 4 of the Acquisition of Land Act 1981)” are omitted.

(9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration)<sup>(39)</sup>, for paragraph 1(2) substitute—

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<sup>(37)</sup> Section 5A was inserted by section 182(2) of the Housing and Planning Act 2016 c. 22

<sup>(38)</sup> Inserted by section 202(2) of the Housing and Planning Act 2016 c. 22.

<sup>(39)</sup> Inserted by paragraph 6 of Schedule 18 to the Housing and Planning Act 2016 c. 22.

“But see article 24(3) (acquisition of subsoil and airspace only) of the Norfolk Boreas Offshore Wind Farm Order 2021, which excludes the acquisition of subsoil and airspace only from this Schedule.”.

(10) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 of the 2008 Act (as modified by article 23 (application of Part 1 of the 1965 Act) to the compulsory acquisition of land under this Order.

#### Commencement Information

**I22** Art. 22 in force at 1.1.2022, see [art. 1](#)

### Application of Part 1 of the 1965 Act

**23.**—(1) Part 1 of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

(2) In section 4A(1) (extension of time limit during challenge)**(40)**—

- (a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent)”; and
- (b) for “the three year period specified in section 4” substitute “the five year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Norfolk Boreas Offshore Wind Farm Order 2021”.

(3) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for “section 4 of this Act” substitute “article 19 (time limit for exercise of authority to acquire land compulsorily) of the Norfolk Boreas Offshore Wind Farm Order 2021”

#### Commencement Information

**I23** Art. 23 in force at 1.1.2022, see [art. 1](#)

### Acquisition of subsoil or airspace only

**24.**—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil or airspace of the land referred to in paragraph (1) of article 18 (compulsory acquisition of land) or article 20 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil or airspace of land under paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil or airspace only—

- (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act, as modified by article 23 (application of Part 1 of the 1965 Act);
- (b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and
- (c) Section 153(4A) (blighted land: proposed acquisition of part interest, material detriment test) of the 1990 Act.

(4) Paragraphs (2) and (3) do not apply where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or factory or airspace above a house, building or factory.

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**Commencement Information**

**I24** Art. 24 in force at 1.1.2022, see [art. 1](#)

**Rights under or over streets**

**25.**—(1) The undertaker may enter on and appropriate so much of the subsoil of or air-space over any street within the Order limits as may be required for the purposes of the authorised project and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised project.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 of the 1991 Act (sharing cost of necessary measures) applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

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**Commencement Information**

**I25** Art. 25 in force at 1.1.2022, see [art. 1](#)

**Temporary use of land for carrying out the authorised project**

**26.**—(1) The undertaker may, in connection with the carrying out of the authorised project—

- (a) enter on and take temporary possession of—
  - (i) the land specified in columns (1) and (2) of Part 1 of Schedule 8 (land of which temporary possession may be taken) in the event of scenario 1, or the land specified in columns (1) and (2) of Part 2 of Schedule 8 (land of which temporary possession may be taken) in the event of scenario 2, for the purpose specified in relation to that land in column (3) of the relevant Part of that Schedule; and
  - (ii) any other Order land in respect of which no notice of entry has been served under section 11 (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) of the 1981 Act;
- (b) remove any buildings and vegetation from that land;

- (c) construct temporary works (including the provision of means of access), running tracks, security fencing, bridges, structures and buildings on that land;
  - (d) use the land for the purposes of a working site with access to the working site in connection with the authorised project; and
  - (e) construct any works, or use the land, as specified in relation to that land in column 3 of Part 1 of Schedule 8 (land of which temporary possession may be taken) in the event of scenario 1, or column 3 of Part 2 of Schedule 8 in the event of scenario 2, or any mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 1.
- (2) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.
- (3) The undertaker must not remain in possession of any land under this article for longer than reasonably necessary and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article
- (a) in the case of land specified in paragraph 1(a)(i) after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (4) of Part 1 of Schedule 8 (land of which temporary possession may be taken) in the event of scenario 1, or that land in column (4) of Part 2 of Schedule 8 in the event of scenario 2; or
  - (b) in the case of land specified in paragraph 1(a)(ii) after the end of the period of one year beginning with the date of completion of the part of the authorised project for which temporary possession of the land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.
- (4) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, the undertaker must before giving up possession of land of which temporary possession has been taken under this article, remove all works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—
- (a) replace any building, structure, drain or electric line removed under this article;
  - (b) remove any drainage works installed by the undertaker under this article;
  - (c) remove any new road surface or other improvements carried out under this article to any street specified in Part 1 of Schedule 2 (streets subject to street works) in the event of scenario 1, or Part 2 of Schedule 2 (streets subject to street works) in the event of scenario 2; or
  - (d) restore the land on which any works have been carried out under paragraph (1) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 1.
- (5) The undertaker must pay compensation to the owners and occupiers of land which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article.
- (6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.
- (7) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the carrying out of the authorised project, other than loss or damage for which compensation is payable under paragraph (5).

(8) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i) except that the undertaker is not precluded from—

- (a) acquiring new rights or imposing restrictive covenants over any part of that land under article 20 (compulsory acquisition of rights) to the extent that such land is listed in column (1) Part 1 of Schedule 6 (land in which new rights etc., may be acquired) in the event of scenario 1, or column (1) Part 2 of Schedule 6 (land in which new rights etc., may be acquired) in the event of scenario 2; or
- (b) acquiring any part of the subsoil (or rights in the subsoil) of that land under article 24 (acquisition of subsoil or airspace only).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

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**Commencement Information**

**I26** Art. 26 in force at 1.1.2022, see [art. 1](#)

**Temporary use of land for maintaining authorised project**

**27.**—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised project, the undertaker may—

- (a) enter on and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised project; and
- (b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker is not required to comply with paragraph (3) in a case of emergency and if an emergency exists they must—

- (a) give to the owners and occupiers of the land in question notice of its intended entry or (as the case may be) of its having entered onto the land as soon as is reasonably practicable; and
- (b) comply with paragraph (1) so far as is reasonably possible in the circumstances.

(5) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised project for which possession of the land was taken.

(6) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(7) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(8) Any dispute as to a person's entitlement to compensation under paragraph (7), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(9) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised project, other than loss or damage for which compensation is payable under paragraph (7).

(10) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(11) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

(12) In this article "the maintenance period" means—

- (a) for the district of North Norfolk, the period referred to in requirement 19(2) in relation to the maintenance of landscaping;
- (b) in relation to any other part of the authorised project, means the period of 5 years beginning with the date on which the authorised project first exports electricity to the national electricity transmission network.

**Commencement Information**

**I27** Art. 27 in force at 1.1.2022, see [art. 1](#)

**Extinguishment of private rights and restrictive covenants relating to apparatus removed from land subject to temporary possession**

**28.**—(1) This article applies to any Order land of which the undertaker takes temporary possession under article 26 (temporary use of land for carrying out the authorised project).

(2) Subject to paragraph (3), all private rights or restrictive covenants in relation to apparatus belonging to National Grid removed from any land to which this article applies will remain intact from the date on which the undertaker gives up temporary possession of that land.

(3) If the undertaker, in agreement with National Grid, gives notice before the date that the undertaker gives up temporary possession of the land that any or all of the private rights or restrictive covenants in relation to apparatus belonging to National Grid removed from the land to which this article applies will be extinguished, such rights will be extinguished.

(4) Any extinguishment of rights by paragraph (3) does not give rise to any cause of action relating to the presence on or in the land of any foundations and the undertaker is not required to remove foundations when giving up temporary possession).

**Commencement Information**

**I28** Art. 28 in force at 1.1.2022, see [art. 1](#)

### Statutory undertakers

- 29.** Subject to the provisions of Schedule 17 (protective provisions) the undertaker may—
- (a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers within the Order land; and
  - (b) extinguish the rights of, remove, relocate the rights of or reposition the apparatus belonging to statutory undertakers over or within the Order land.

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#### Commencement Information

**I29** Art. 29 in force at 1.1.2022, see [art. 1](#)

### Recovery of costs of new connections

**30.**—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 29 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 29, any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this paragraph—

“public communications provider” has the same meaning as in section 151(1) of the Communications Act 2003; and

“public utility undertaker” means a gas, water, electricity or sewerage undertaker.

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#### Commencement Information

**I30** Art. 30 in force at 1.1.2022, see [art. 1](#)

## PART 6

### Operations

#### Operation of generating station

**31.**—(1) The undertaker is hereby authorised to operate the generating station comprised in the authorised project.

(2) This article does not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required from time to time to authorise the operation of an electricity generating station.

**Commencement Information**

**I31** Art. 31 in force at 1.1.2022, see [art. 1](#)

**Deemed marine licences under the 2009 Act**

**32.** The marine licences set out in Schedules 9, 10, 11, 12 and 13 are deemed to have been granted to the undertaker under Part 4 (marine licensing) of the 2009 Act for the licensed marine activities set out in Part 3 of each of those Schedules, and subject to the conditions set out in Part 4 of each of those Schedules.

**Commencement Information**

**I32** Art. 32 in force at 1.1.2022, see [art. 1](#)

## PART 7

### Miscellaneous and General

**Application of landlord and tenant law**

**33.—**(1) This article applies to—

- (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and
- (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

- (a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;
- (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or
- (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease).



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**Commencement Information**

**I33** Art. 33 in force at 1.1.2022, see [art. 1](#)

**Operational land for purposes of the 1990 Act**

**34.** Development consent granted by this Order is treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as not being operational land).

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**Commencement Information**

**I34** Art. 34 in force at 1.1.2022, see [art. 1](#)

**Felling or lopping of trees and removal of hedgerows**

**35.—**(1) Subject to article 35 (trees subject to tree preservation orders), the undertaker may fell or lop or cut back any roots of any tree or shrub near any part of the authorised project, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(4) The undertaker may, for the purposes of the authorised project—

- (a) remove any hedgerows within the Order limits and specified in Part 2 of Schedule 14 (Hedgerows) in the event of scenario 1 (scenario 1 - removal of hedgerows) and Part 5 of Schedule 14 (Hedgerows) in the event of scenario 2 (scenario 2 - removal of hedgerows) and those hedgerows that, after assessment, are not classed as important hedgerows specified in Part 4 of Schedule 14 (Hedgerows) (scenario 2 - removal of potentially important hedgerows); and
- (b) remove the important hedgerows as are within the Order limits and specified in Part 1 of Schedule 14 (Hedgerows) in the event of scenario 1 (scenario 1 - removal of important hedgerows), and Part 3 of Schedule 14 (Hedgerows) in the event of scenario 2 (scenario 2 - removal of important hedgerows) and those hedgerows that, after assessment, are classed as important hedgerows specified in Part 4 of Schedule 14 (Hedgerows) (scenario 2 - removal of potentially important hedgerows).

(5) In this article “hedgerow” and “important hedgerow” have the same meaning as in the Hedgerow Regulations 1997(41).

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**Commencement Information**

**I35** Art. 35 in force at 1.1.2022, see [art. 1](#)

## Trees subject to tree preservation orders

**36.**—(1) Subject to paragraph (2), the undertaker must not fell or lop or cut back the roots of any tree within or overhanging land within the Order limits which is the subject of a tree preservation order.

(2) The undertaker may fell or lop any tree within or overhanging land within the Order limits subject to a tree preservation order which was made after 28 February 2017 or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(3) In carrying out any activity authorised by paragraph (2)—

(a) the undertaker must do no unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and

(b) the duty contained in section 206(1) (replacement of trees) of the 1990 Act does not apply.

(4) The authority given by paragraph (2) constitutes a deemed consent under the relevant tree preservation order.

(5) Any dispute as to a person's entitlement to compensation under paragraph (3), or as to the amount of compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

### Commencement Information

**I36** Art. 36 in force at 1.1.2022, see [art. 1](#)

## Certification of plans etc

**37.**—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of the documents listed in Schedule 18 (Documents to be certified) for certification that they are true copies of the documents referred to in this Order.

(2) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

(3) Where a plan or document certified under paragraph (1)—

(a) refers to a provision of this Order (including any specified requirement) when it was in draft form; and

(b) identifies that provision by a number, or combination of numbers and letters, which is different from the number, or combination of numbers and letters by which the corresponding provision of this Order is identified in the Order as made

the reference in the plan or document concerned must be construed for the purposes of this Order as referring to the provision (if any) corresponding to that provision in the Order as made.

### Commencement Information

**I37** Art. 37 in force at 1.1.2022, see [art. 1](#)

## Arbitration

**38.**—(1) Subject to article 41 (saving provisions for Trinity House), any difference under any provision of this Order, unless otherwise provided for, must be referred to and settled in arbitration

in accordance with the rules at Schedule 15 (arbitration rules) of this Order, 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) Any matter for which the consent or approval of the Secretary of State or the Marine Management Organisation is required under any provision of this Order shall not be subject to arbitration.

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**Commencement Information**

**I38** Art. 38 in force at 1.1.2022, see [art. 1](#)

**Procedure in relation to certain approvals etc**

**39.**—(1) Where an application is made to or request is made of the relevant planning authority, a highway authority, a street authority or the owner of a watercourse, sewer or drain, or any other relevant discharging authority, for any agreement or approval required or contemplated by any of the provisions of the Order, such agreement or approval must, if given, be given in writing and may not be unreasonably withheld.

(2) Schedule 16 (procedure for discharge of requirements) has effect in relation to all agreements or approvals granted, refused or withheld in relation to requirements 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34 and 35 in Part 3 of Schedule 1 (requirements).

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**Commencement Information**

**I39** Art. 39 in force at 1.1.2022, see [art. 1](#)

**Abatement of works abandoned or decayed**

**40.** Where Work Nos. 1(a) to (f) or Work No. 2 or any part of those works is abandoned or allowed to fall into decay the Secretary of State may, following consultation with the undertaker, issue a written notice requiring the undertaker at its own expense to repair and restore or remove Work Nos. 1(a) to (f) or Work No. 2 or any relevant part of those works and, without prejudice to any notice served under section 105(2) of the 2004 Act(**42**), to restore the site of the relevant part(s) of Work Nos. 1(a) to (f) or Work No. 2 to a safe and proper condition within an area and to such an extent as may be specified in the notice.

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**Commencement Information**

**I40** Art. 40 in force at 1.1.2022, see [art. 1](#)

**Saving provisions for Trinity House**

**41.** Nothing in this Order prejudices or derogates from any of the rights, duties or privileges of Trinity House.

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(42) Section 105(2) was substituted by section 69(3) of the Energy Act 2008 c. 32.

### Commencement Information

**I41** Art. 41 in force at 1.1.2022, see [art. 1](#)

### Crown rights

**42.**—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any licensee to take, use, enter on or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

- (a) belonging to Her Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;
- (b) belonging to Her Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or
- (c) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any land which is Crown land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

(3) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and is deemed to have been given in writing where it is sent electronically.

### Commencement Information

**I42** Art. 42 in force at 1.1.2022, see [art. 1](#)

### Service of Notices

**43.**—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post; or
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (6) to (9), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 of the Interpretation Act 1978( ) (references to service by post) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at the time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having an interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by name or by the description of “owner”, or as the case may be “occupier”, of the land (describing it); and
- (b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven days of receipt that the recipient requires a paper copy of all or any part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of an electronic transmission by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given that person for that purpose; and
- (b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

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**Commencement Information**

**I43** Art. 43 in force at 1.1.2022, see [art. 1](#)

**Protective provisions**

**44.** Schedule 17 (protective provisions) has effect.

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**Commencement Information**

**I44** Art. 44 in force at 1.1.2022, see [art. 1](#)

**Compensation to protect the coherence of the national site network**

**45.** Schedule 19 (compensation to protect the coherence of the national site network) has effect.

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**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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**Commencement Information**

**I45** Art. 45 in force at 1.1.2022, see [art. 1](#)

Signed by authority of the Secretary of State for Business, Energy & Industrial Strategy

*Gareth Leigh*  
Head of Energy Infrastructure Planning  
Department for Business, Energy & Industrial  
Strategy

## SCHEDULE 1

Article 2

## Authorised Project

## PART 1

## Authorised Development

1. A nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act which is located in the North Sea approximately 73 km from the Norfolk coast, comprising—

**Commencement Information**

**I46** Sch. 1 Pt. 1 para. 1 in force at 1.1.2022, see [art. 1](#)

**Offshore**

Work No. 1

in the event of scenario 1 and scenario 2:

- (a) an offshore wind turbine generating station [<sup>F3</sup>with a gross electrical output of over 100 MW] comprising [<sup>F4</sup>up to 137 wind turbine generators] each fixed to the seabed by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson), gravity base, or tetrabase fitted with rotating blades and situated within the area shown on the works plan and further comprising (b) to (e) below;
- (b) up to one offshore service platform fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;
- (c) up to two meteorological masts fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson) or gravity base;
- (d) up to two LIDAR measurement buoys fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled) or floating, and up to two wave measurement buoys fixed to the seabed within the area shown on the works plan by one foundation type (floating); and
- (e) a network of subsea array cables and fibre optic cables within the area shown on the works plan between the wind turbine generators, and between the wind turbine generators and Work No.2 including one or more offshore cable crossings;

in the event of scenario 1:

- (f) a network of subsea cables and fibre optic cables connecting wind turbine generators within (a) above to an offshore electrical platform within Norfolk Vanguard East including one or more offshore cable crossings.

**F3** Words in Sch. 1 Pt. 1 substituted (21.9.2022) by [The Norfolk Boreas Offshore Wind Farm \(Amendment\) Order 2022 \(S.I. 2022/968\)](#), arts. 1, **3(a)**

**F4** Words in Sch. 1 Pt. 1 substituted (21.9.2022) by [The Norfolk Boreas Offshore Wind Farm \(Amendment\) Order 2022 \(S.I. 2022/968\)](#), arts. 1, **3(b)**

### **Associated Development**

Associated development within the meaning of section 115(2) of the 2008 Act comprising—

Work No. 2 – in the event of scenario 1 and scenario 2, up to two offshore electrical platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;

Work No. 3A – in the event of scenario 1 and scenario 2, a network of subsea cables and fibre optic cables within the area shown on the works plans comprising Work No.2 for the transmission of electricity and electronic communications between the offshore electrical platforms and including one or more offshore cable crossings;

Work No. 3B – in the event of scenario 1, up to 3 project interconnector cables to connect Work No. 2 to an offshore electrical platform within the Norfolk Vanguard Offshore Wind Farm including one or more offshore cable crossings;

Work No. 4A – in the event of scenario 1 and scenario 2, up to four subsea export cables and fibre optic cables between Work No. 2 and Work No. 4B consisting of subsea cables and fibre optic cables along routes within the Order limits seaward of MLWS including one or more offshore cable crossings;

### **Intertidal area**

Work No. 4B – in the event of scenario 1 and scenario 2, up to four subsea export cables and fibre optic cables between Work No. 4A and Work No. 4C consisting of subsea cables and fibre optic cables along routes within the Order limits between MLWS and MHWS at Happisburgh South, North Norfolk;

### **In the county of Norfolk, district of North Norfolk**

Work No. 4C – in the event of scenario 1 and scenario 2, the onshore transmission works at the landfall consisting of up to two transition jointing pits and up to four cables to be laid in ducts underground and associated fibre optic cables laid within cable ducts underground from MHWS at Work No. 4B to Work No. 5;

Work No. 5 – onshore transmission works consisting of:

- (g) in the event of scenario 1, up to four cables and associated fibre optic cables to be pulled through existing ducts laid underground from Work No. 4C to Work No. 6;
- (h) in the event of scenario 2, up to four cables to be laid in ducts underground and associated fibre optic cables laid underground within cable ducts from Work No. 4C to Work No. 6;

### **In the county of Norfolk, district of Broadland**

Work No. 6 – onshore transmission works consisting of:

- (i) in the event of scenario 1, up to four cables and associated fibre optic cables to be pulled through existing ducts laid underground from Work No. 5 to Work No. 7;
- (j) in the event of scenario 2, up to four cables to be laid in ducts underground and associated fibre optic cables laid underground within cable ducts from Work No. 5 to Work No. 7;

### **In the county of Norfolk, district of Breckland**

Work No. 7 – onshore transmission works consisting of:

- (k) in the event of scenario 1, up to four cables and associated fibre optic cables to be pulled through existing ducts laid underground from Work No. 6 to Work No. 8A;



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(l) in the event of scenario 2, up to four cables to be laid in ducts underground and associated fibre optic cables laid underground within cable ducts from Work No. 6 to Work No. 8A;  
Work No. 8A – in the event of scenario 1 and scenario 2 (within the areas shown on the works plans), an onshore project substation to the east of the existing Necton National Grid substation;

Work No. 8B – in the event of scenario 1 and scenario 2 (within the areas shown on the works plans), surface water management, bunding, embankments, boundary treatments and landscaping in connection with Work No. 8A;

Work No. 9 – in the event of scenario 1 and scenario 2 (within the areas shown on the works plans), works consisting of the connection of up to twelve interface cables, laid underground and associated fibre optic cables laid underground within cable ducts from Work No. 8A to Work No. 10A;

Work No. 10A – works consisting of:

(m) in the event of scenario 1, an extension to the existing Necton National Grid substation in an easterly direction;

(n) in the event of scenario 2, an extension to the existing Necton National Grid substation in a westerly direction;

Work No. 10B – works consisting of:

(o) in the event of scenario 1, additional surface water management in connection with Work No. 10A including the re-siting of the existing attenuation pond;

(p) in the event of scenario 2, additional surface water management in connection with Work No. 10A;

Work No. 10C – in the event of scenario 1 and scenario 2 (within the areas shown on the works plans), bunding, embankments, boundary treatments and landscaping in connection with Work No. 10A;

Work No. 11A – in the event of scenario 2, the removal of one existing pylon and construction of two new permanent pylons, as shown marked by (W) and (E) on the works plans, and the installation of conductors, insulators and fittings on to the pylons;

Work No. 11B – in the event of scenario 2, the overhead line modification;

Work No. 12A – in the event of scenario 1, permanent access to Work No. 8A comprising an extension from the existing access connecting the A47 to the Norfolk Vanguard Offshore Wind Farm onshore project substation;

Work No. 12B – in the event of scenario 2, permanent accesses connecting the A47 to Work No.8A, Work No. 10A and Work No. 10B including highway widening works on the A47 to create a new junction;

### **Further Associated Development**

In connection with Work Nos. 1 to 4B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement including—

(q) scour protection around the foundations of the offshore structures;

(r) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;

(s) the removal of material from the seabed required for the construction of Work Nos. 1 to 4B and the disposal of up to a total of 48,573,890m<sup>3</sup> in the event of scenario 1, or 44,973,890m<sup>3</sup> in the event of scenario 2, of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works,

cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits;

- (t) removal of static fishing equipment; and
- (u) disposal of drill arisings in connection with any foundation drilling up to a total of 413,913m<sup>3</sup>.

In connection with Work Nos. 4C to 12B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (v) works to secure vehicular and/or pedestrian means of access including the creation of new tracks, footpaths, and/or widening, creating of passing places, upgrades, creation of bell mouths, creation of temporary slip roads and improvements of existing tracks, footpaths and roads;
- (w) temporary access tracks and running tracks both alongside and used for the purpose of constructing Work Nos. 5, 6, 7, and 9;
- (x) car parking areas, welfare facilities, temporary offices and workshops;
- (y) bunds, embankments, swales, landscaping, boundary treatments and works to mitigate any effects of the construction, operation or maintenance of the authorised project;
- (z) spoil and equipment storage;
- (aa) jointing pits, manholes, kiosks, marker posts, link boxes and other works associated with laying ducts and/or cables and fibre optic cables and/or pulling cables and fibre optic cables through cable ducts;
- (bb) water supply works, foul drainage provision, surface water management systems, temporary drainage during installation of ducts and/or cables and fibre optic cables and at the onshore project substation and culverting;
- (cc) works of restoration;
- (dd) fencing or other means of enclosure;
- (ee) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (ff) working sites and mobilisation areas in connection with the construction of the authorised development;
- (gg) bowsers, septic tanks, generators and standby generators;
- (hh) ramps and temporary bridges used for the purpose of constructing and carrying out Work Nos. 5, 6, 7, and 9;
- (ii) works for the provision of apparatus including cabling, water and electricity supply works;
- (jj) habitat creation and archaeological works; and
- (kk) works, apparatus, plant and machinery for the purposes of or in connection with the relevant part of the authorised project.

In the event of scenario 2, in connection with Work No. 11A and Work No. 11B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope the work assessed by the environmental statement, including—

- (ll) the construction of a temporary overhead electric line comprising three temporary pylons, conductors, insulators and fittings between pylons 4VV123 and 4VV127; and

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(mm) the temporary diversion of the overhead line onto the temporary pylons.

2. The grid coordinates for that part of the authorised project which is seaward of MHWS are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 28.789" N	14' 3° 3' 31.257" E	441	52° 43' 2.861" N	1° 59' 17.394" E
2	52° 14.962" N	56' 3° 8' 41.012" E	442	52° 17.859" N	43' 1° 58' 57.179" E
3	52° 14.268" N	52' 2° 45' 34.286" E	443	52° 19.625" N	43' 1° 58' 54.953" E
4	53° 3' 46.017" N	2° 45' 35.676" E	444	52° 21.284" N	43' 1° 58' 53.106" E
5	53° 8' 27.770" N	2° 48' 38.429" E	445	52° 21.796" N	43' 1° 58' 52.576" E
6	53° 52.532" N	13' 3° 2' 3.556" E	446	52° 23.547" N	43' 1° 58' 50.895" E
7	53° 53.967" N	13' 3° 2' 7.131" E	447	52° 46.103" N	45' 1° 56' 43.184" E
8	53° 59.710" N	13' 3° 2' 21.440" E	448	52° 46' 2.160" N	1° 56' 27.260" E
9	53° 14' 8.462" N	3° 2' 43.249" E	449	52° 46' 3.532" N	1° 56' 26.078" E
10	53° 21.060" N	14' 3° 3' 12.673" E	450	52° 17.577" N	46' 1° 56' 12.146" E
11	53° 30.403" N	10' 2° 59' 5.331" E	451	52° 37.038" N	46' 1° 55' 33.566" E
12	53° 30.387" N	10' 2° 59' 6.176" E	452	52° 51.513" N	46' 1° 54' 38.977" E
13	53° 30.403" N	10' 2° 59' 7.022" E	453	52° 58.151" N	46' 1° 53' 21.115" E
14	53° 30.451" N	10' 2° 59' 7.863" E	454	52° 59.490" N	46' 1° 52' 52.341" E
15	53° 30.531" N	10' 2° 59' 8.699" E	455	52° 32.039" N	47' 1° 39' 38.159" E
16	53° 30.641" N	10' 2° 59' 9.524" E	456	52° 32.129" N	47' 1° 39' 36.152" E
17	53° 30.783" N	10' 2° 59' 10.336" E	457	52° 32.273" N	47' 1° 39' 33.526" E
18	53° 30.955" N	10' 2° 59' 11.131" E	458	52° 32.388" N	47' 1° 39' 31.565" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
19	53° 31.157" N	10' 2° 59' 11.907" E	459	52° 32.521" N	47' 1° 39' 29.607" E
20	53° 31.388" N	10' 2° 59' 12.661" E	460	52° 32.673" N	47' 1° 39' 27.652" E
21	53° 31.646" N	10' 2° 59' 13.389" E	461	52° 32.844" N	47' 1° 39' 25.702" E
22	53° 31.932" N	10' 2° 59' 14.088" E	462	52° 33.028" N	47' 1° 39' 23.714" E
23	53° 32.243" N	10' 2° 59' 14.756" E	463	52° 33.217" N	47' 1° 39' 21.768" E
24	53° 32.579" N	10' 2° 59' 15.390" E	464	52° 33.425" N	47' 1° 39' 19.828" E
25	53° 32.938" N	10' 2° 59' 15.988" E	465	52° 33.652" N	47' 1° 39' 17.893" E
26	53° 33.319" N	10' 2° 59' 16.548" E	466	52° 33.896" N	47' 1° 39' 15.964" E
27	53° 33.721" N	10' 2° 59' 17.066" E	467	52° 34.155" N	47' 1° 39' 13.999" E
28	53° 34.141" N	10' 2° 59' 17.541" E	468	52° 34.419" N	47' 1° 39' 12.073" E
29	53° 34.578" N	10' 2° 44' 50.985" E	469	52° 34.701" N	47' 1° 39' 10.153" E
30	53° 35.031" N	10' 2° 59' 18.356" E	470	52° 35.001" N	47' 1° 39' 8.241" E
31	53° 35.497" N	10' 2° 59' 18.692" E	471	52° 35.320" N	47' 1° 39' 6.337" E
32	53° 35.975" N	10' 2° 59' 18.978" E	472	52° 35.827" N	47' 1° 39' 3.397" E
33	53° 36.463" N	10' 2° 59' 19.214" E	473	52° 36.193" N	47' 1° 39' 1.398" E
34	53° 36.959" N	10' 2° 59' 19.398" E	474	52° 36.599" N	47' 1° 38' 59.313" E
35	53° 37.461" N	10' 2° 59' 19.531" E	475	52° 37.000" N	47' 1° 38' 57.371" E
36	53° 37.966" N	10' 2° 59' 19.610" E	476	52° 37.497" N	47' 1° 38' 55.056" E
37	53° 38.474" N	10' 2° 59' 19.637" E	477	52° 37.906" N	47' 1° 38' 53.193" E
38	53° 38.982" N	10' 2° 59' 19.610" E	478	52° 38.332" N	47' 1° 38' 51.340" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
39	53° 39.488" N	10' 2° 59' 19.531" E	479	52° 38.777" N	47' 1° 38' 49.499" E
40	53° 39.990" N	10' 2° 59' 19.399" E	480	52° 39.239" N	47' 1° 38' 47.670" E
41	53° 40.485" N	10' 2° 59' 19.214" E	481	52° 59.902" N	48' 1° 33' 32.091" E
42	53° 40.973" N	10' 2° 59' 18.978" E	482	52° 49' 1.602" N	1° 33' 25.973" E
43	53° 41.451" N	10' 2° 59' 18.692" E	483	52° 49' 2.819" N	1° 33' 19.121" E
44	53° 41.918" N	10' 2° 59' 18.356" E	484	52° 49' 3.674" N	1° 33' 13.073" E
45	53° 42.370" N	10' 2° 59' 17.972" E	485	52° 49' 3.797" N	1° 33' 6.096" E
46	53° 42.807" N	10' 2° 59' 17.542" E	486	52° 49' 2.898" N	1° 32' 57.549" E
47	53° 43.228" N	10' 2° 59' 17.067" E	487	52° 49' 4.139" N	1° 32' 54.271" E
48	53° 43.629" N	10' 2° 59' 16.548" E	488	52° 49' 4.845" N	1° 32' 52.212" E
49	53° 44.010" N	10' 2° 59' 15.989" E	489	52° 49' 5.188" N	1° 32' 51.467" E
50	53° 44.369" N	10' 2° 59' 15.391" E	490	52° 49' 6.147" N	1° 32' 49.575" E
51	53° 44.705" N	10' 2° 59' 14.757" E	491	52° 49' 7.035" N	1° 32' 47.473" E
52	53° 45.017" N	10' 2° 59' 14.089" E	492	52° 49' 7.208" N	1° 32' 46.999" E
53	53° 45.302" N	10' 2° 59' 13.389" E	493	52° 49' 8.015" N	1° 32' 44.486" E
54	53° 45.561" N	10' 2° 59' 12.661" E	494	52° 49' 8.663" N	1° 32' 42.319" E
55	53° 45.792" N	10' 2° 59' 11.908" E	495	52° 49' 8.910" N	1° 32' 41.417" E
56	53° 45.993" N	10' 2° 59' 11.132" E	496	52° 49' 9.102" N	1° 32' 41.019" E
57	53° 46.166" N	10' 2° 59' 10.336" E	497	52° 49' 9.635" N	1° 32' 40.648" E
58	53° 46.307" N	10' 2° 59' 9.524" E	498	52° 49' 9.807" N	1° 32' 40.345" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
59	53° 46.418" N	10' 2° 59' 8.699" E	499	52° 49' 9.768" N	1° 32' 39.737" E
60	53° 46.498" N	10' 2° 59' 7.864" E	500	52° 49' 9.855" N	1° 32' 38.941" E
61	53° 46.545" N	10' 2° 59' 7.022" E	501	52° 49' 10.086" N	1° 32' 38.247" E
62	53° 46.561" N	10' 2° 59' 6.176" E	502	52° 49' 10.218" N	1° 32' 37.939" E
63	53° 46.545" N	10' 2° 59' 5.331" E	503	52° 49' 10.691" N	1° 32' 36.993" E
64	53° 46.498" N	10' 2° 59' 4.489" E	504	52° 49' 11.553" N	1° 32' 35.417" E
65	53° 46.418" N	10' 2° 59' 3.654" E	505	52° 49' 12.200" N	1° 32' 33.887" E
66	53° 46.307" N	10' 2° 59' 2.829" E	506	52° 49' 12.742" N	1° 32' 32.736" E
67	53° 46.166" N	10' 2° 44' 18.728" E	507	52° 49' 13.080" N	1° 32' 31.922" E
68	53° 45.993" N	10' 2° 59' 1.221" E	508	52° 49' 13.507" N	1° 32' 31.040" E
69	53° 45.792" N	10' 2° 59' 0.445" E	509	52° 49' 14.325" N	1° 32' 29.767" E
70	53° 45.561" N	10' 2° 58' 59.691" E	510	52° 49' 14.340" N	1° 32' 29.796" E
71	53° 45.302" N	10' 2° 58' 58.964" E	511	52° 49' 15.178" N	1° 32' 31.478" E
72	53° 45.017" N	10' 2° 58' 58.264" E	512	52° 49' 15.638" N	1° 32' 32.401" E
73	53° 44.705" N	10' 2° 58' 57.596" E	513	52° 49' 45.178" N	1° 33' 31.705" E
74	53° 44.369" N	10' 2° 58' 56.962" E	514	52° 49' 45.944" N	1° 33' 33.513" E
75	53° 44.010" N	10' 2° 58' 56.364" E	515	52° 49' 46.772" N	1° 33' 35.540" E
76	53° 43.629" N	10' 2° 58' 55.804" E	516	52° 49' 47.579" N	1° 33' 37.591" E
77	53° 43.228" N	10' 2° 58' 55.286" E	517	52° 49' 48.363" N	1° 33' 39.664" E
78	53° 42.807" N	10' 2° 58' 54.811" E	518	52° 49' 49.126" N	1° 33' 41.760" E

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<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
79	53° 42.370" N	10' 2° 58' 54.380" E	519	52° 49.866" N	49' 1° 33' 43.878" E
80	53° 41.918" N	10' 2° 58' 53.997" E	520	52° 50.585" N	49' 1° 33' 46.016" E
81	53° 41.451" N	10' 2° 58' 53.661" E	521	52° 51.280" N	49' 1° 33' 48.175" E
82	53° 40.973" N	10' 2° 58' 53.374" E	522	52° 51.952" N	49' 1° 33' 50.354" E
83	53° 40.485" N	10' 2° 58' 53.139" E	523	52° 52.602" N	49' 1° 33' 52.551" E
84	53° 39.990" N	10' 2° 58' 52.954" E	524	52° 53.228" N	49' 1° 33' 54.767" E
85	53° 39.488" N	10' 2° 58' 52.822" E	525	52° 53.831" N	49' 1° 33' 57.000" E
86	53° 38.982" N	10' 2° 58' 52.742" E	526	52° 54.410" N	49' 1° 33' 59.251" E
87	53° 38.474" N	10' 2° 58' 52.716" E	527	52° 54.965" N	49' 1° 34' 1.518" E
88	53° 37.966" N	10' 2° 58' 52.742" E	528	52° 55.496" N	49' 1° 34' 3.800" E
89	53° 37.461" N	10' 2° 58' 52.822" E	529	52° 56.003" N	49' 1° 34' 6.098" E
90	53° 36.959" N	10' 2° 58' 52.954" E	530	52° 56.486" N	49' 1° 34' 8.409" E
91	53° 36.463" N	10' 2° 58' 53.139" E	531	52° 56.944" N	49' 1° 34' 10.735" E
92	53° 35.975" N	10' 2° 58' 53.375" E	532	52° 57.378" N	49' 1° 34' 13.073" E
93	53° 35.497" N	10' 2° 58' 53.661" E	533	52° 57.786" N	49' 1° 34' 15.423" E
94	53° 35.031" N	10' 2° 58' 53.997" E	534	52° 58.171" N	49' 1° 34' 17.784" E
95	53° 34.578" N	10' 2° 58' 54.381" E	535	52° 58.530" N	49' 1° 34' 20.157" E
96	53° 34.141" N	10' 2° 58' 54.812" E	536	52° 58.864" N	49' 1° 34' 22.539" E
97	53° 33.721" N	10' 2° 58' 55.287" E	537	52° 59.173" N	49' 1° 34' 24.930" E
98	53° 33.319" N	10' 2° 58' 55.805" E	538	52° 59.456" N	49' 1° 34' 27.330" E

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99	53° 32.938" N	10' 2° 58' 56.364" E	539	52° 59.714" N	49' 1° 34' 29.738" E
100	53° 32.579" N	10' 2° 58' 56.962" E	540	52° 59.947" N	49' 1° 34' 32.153" E
101	53° 32.243" N	10' 2° 58' 57.597" E	541	52° 50' 0.154" N	1° 34' 34.574" E
102	53° 31.932" N	10' 2° 58' 58.265" E	542	52° 50' 0.336" N	1° 34' 37.001" E
103	53° 31.646" N	10' 2° 58' 58.964" E	543	52° 50' 0.492" N	1° 34' 39.433" E
104	53° 31.388" N	10' 2° 58' 59.692" E	544	52° 50' 0.623" N	1° 34' 41.869" E
105	53° 31.157" N	10' 2° 59' 0.445" E	545	52° 50' 0.727" N	1° 34' 44.308" E
106	53° 30.955" N	10' 2° 59' 1.221" E	546	52° 50' 0.806" N	1° 34' 46.750" E
107	53° 30.783" N	10' 2° 59' 2.017" E	547	52° 50' 0.859" N	1° 34' 49.193" E
108	53° 30.641" N	10' 2° 59' 2.829" E	548	52° 50' 0.887" N	1° 34' 51.638" E
109	53° 30.531" N	10' 2° 59' 3.654" E	549	52° 50' 0.888" N	1° 34' 54.083" E
110	53° 30.451" N	10' 2° 59' 4.489" E	550	52° 50' 0.864" N	1° 34' 56.528" E
111	53° 28.789" N	14' 3° 3' 31.257" E	551	52° 50' 0.814" N	1° 34' 58.972" E
112	52° 14.962" N	56' 3° 8' 41.012" E	552	52° 50' 0.739" N	1° 35' 1.414" E
113	52° 27.033" N	54' 2° 58' 15.457" E	553	52° 50' 0.637" N	1° 35' 3.854" E
114	52° 11.424" N	54' 2° 58' 22.820" E	554	52° 50' 0.510" N	1° 35' 6.290" E
115	52° 56.239" N	53' 2° 58' 29.982" E	555	52° 50' 0.357" N	1° 35' 8.722" E
116	52° 50.103" N	49' 2° 56' 54.167" E	556	52° 50' 0.178" N	1° 35' 11.150" E
117	52° N	48' 9.945" 2° 51' 14.086" E	557	52° 59.974" N	49' 1° 35' 13.572" E
118	52° 34.455" N	47' 2° 46' 27.112" E	558	52° 59.745" N	49' 1° 35' 15.987" E



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119	52° 27.871" N	47' 2° 45' 34.063" E	559	52° 59.490" N	49' 1° 35' 18.396" E
120	52° 16.559" N	47' 2° 44' 3.046" E	560	52° 59.209" N	49' 1° 35' 20.797" E
121	52° 15.589" N	47' 2° 43' 55.247" E	561	52° 58.903" N	49' 1° 35' 23.190" E
122	52° 15.589" N	47' 2° 43' 55.243" E	562	52° 58.573" N	49' 1° 35' 25.573" E
123	52° 14.341" N	47' 2° 43' 45.216" E	563	52° 58.217" N	49' 1° 35' 27.947" E
124	52° 13.615" N	47' 2° 43' 39.381" E	564	52° 57.836" N	49' 1° 35' 30.310" E
125	52° 46' 3.346" N	2° 34' 18.016" E	565	52° 57.430" N	49' 1° 35' 32.661" E
126	52° 47' 9.359" N	2° 34' 17.247" E	566	52° 56.999" N	49' 1° 35' 35.001" E
127	52° 25.496" N	47' 2° 34' 17.365" E	567	52° 56.544" N	49' 1° 35' 37.328" E
128	52° 38.834" N	49' 2° 34' 15.809" E	568	52° 56.064" N	49' 1° 35' 39.641" E
129	52° 47.472" N	48' 2° 33' 28.343" E	569	52° 55.560" N	49' 1° 35' 41.940" E
130	52° 48' 3.133" N	2° 26' 37.427" E	570	52° 55.032" N	49' 1° 35' 44.225" E
131	52° 50' 8.137" N	2° 24' 33.205" E	571	52° 54.480" N	49' 1° 35' 46.494" E
132	52° 50' 8.399" N	2° 24' 32.945" E	572	52° 53.904" N	49' 1° 35' 48.746" E
133	52° 50' 8.619" N	2° 24' 32.726" E	573	52° 53.304" N	49' 1° 35' 50.982" E
134	52° 50' 9.644" N	2° 24' 31.706" E	574	52° 52.681" N	49' 1° 35' 53.200" E
135	52° 19.691" N	50' 2° 24' 21.712" E	575	52° 52.034" N	49' 1° 35' 55.400" E
136	52° 19.704" N	50' 2° 24' 21.712" E	576	52° 51.868" N	49' 1° 35' 55.943" E
137	52° 19.798" N	50' 2° 24' 21.712" E	577	52° 40.863" N	48' 1° 39' 22.453" E
138	52° 42.801" N	53' 2° 24' 21.744" E	578	52° 40.702" N	48' 1° 39' 22.924" E

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139	52° 42.811" N	53' 2° 24' 21.744" E	579	52° 40.367" N	48' 1° 39' 23.994" E
140	52° 35.314" N	54' 2° 34' 15.972" E	580	52° 40.234" N	48' 1° 39' 24.393" E
141	52° 51' 3.549" N	2° 34' 15.852" E	581	52° 40.107" N	48' 1° 39' 24.797" E
142	52° 51' 3.549" N	2° 34' 15.864" E	582	52° 39.560" N	48' 1° 39' 26.596" E
143	52° 51' 3.486" N	2° 34' 19.188" E	583	52° 39.405" N	48' 1° 39' 27.124" E
144	52° 51' 3.295" N	2° 34' 22.530" E	584	52° 39.261" N	48' 1° 39' 27.661" E
145	52° 51' 2.978" N	2° 34' 25.846" E	585	52° 38.783" N	48' 1° 39' 29.512" E
146	52° 51' 2.535" N	2° 34' 29.122" E	586	52° 38.649" N	48' 1° 39' 30.055" E
147	52° 51' 1.968" N	2° 34' 32.346" E	587	52° 38.525" N	48' 1° 39' 30.606" E
148	52° 51' 1.280" N	2° 34' 35.504" E	588	52° 38.044" N	48' 1° 39' 32.861" E
149	52° 51' 0.473" N	2° 34' 38.585" E	589	52° 37.927" N	48' 1° 39' 33.484" E
150	52° 59.551" N	50' 2° 34' 41.577" E	590	52° 37.569" N	48' 1° 39' 35.557" E
151	52° 58.516" N	50' 2° 34' 44.466" E	591	52° 37.477" N	48' 1° 39' 36.124" E
152	52° 57.374" N	50' 2° 34' 47.243" E	592	52° 37.396" N	48' 1° 39' 36.696" E
153	52° 56.129" N	50' 2° 34' 49.896" E	593	52° 37.137" N	48' 1° 39' 38.662" E
154	52° 54.785" N	50' 2° 34' 52.414" E	594	52° 37.067" N	48' 1° 39' 39.237" E
155	52° 53.348" N	50' 2° 34' 54.788" E	595	52° 37.008" N	48' 1° 39' 39.816" E
156	52° 51.823" N	50' 2° 34' 57.008" E	596	52° 36.824" N	48' 1° 39' 41.805" E
157	52° 50.218" N	50' 2° 34' 59.065" E	597	52° 36.776" N	48' 1° 39' 42.387" E
158	52° 48.537" N	50' 2° 35' 0.952" E	598	52° 36.739" N	48' 1° 39' 42.971" E

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159	52° 46.788" N	50' 2° 35' 2.661" E	599	52° 36.617" N	48' 1° 39' 45.198" E
160	52° 44.977" N	50' 2° 35' 4.185" E	600	52° 36.608" N	48' 1° 39' 45.442" E
161	52° 43.112" N	50' 2° 35' 5.518" E	601	52° 36.111" N	48' 1° 39' 58.227" E
162	52° 41.200" N	50' 2° 35' 6.655" E	602	52° 53.162" N	47' 1° 57' 17.842" E
163	52° 39.248" N	50' 2° 35' 7.591" E	603	52° 51.688" N	47' 1° 57' 48.405" E
164	52° 37.265" N	50' 1° 32' 42.319" E	604	52° 50.436" N	47' 1° 58' 0.642" E
165	52° 32.920" N	50' 2° 35' 9.346" E	605	52° 48.214" N	47' 1° 58' 12.320" E
166	52° 50' 2.151" N	2° 35' 9.316" E	606	52° 42.495" N	47' 1° 58' 33.820" E
167	52° 58.941" N	49' 2° 35' 9.346" E	607	52° 36.793" N	47' 1° 58' 49.157" E
168	52° 49' 6.921" N	2° 35' 9.840" E	608	52° 27.713" N	47' 1° 59' 7.719" E
169	52° 50.491" N	48' 2° 35' 9.996" E	609	52° 19.963" N	47' 1° 59' 19.409" E
170	52° 34.062" N	48' 2° 35' 10.152" E	610	52° 10.581" N	47' 1° 59' 30.409" E
171	52° 39.858" N	47' 2° 35' 10.667" E	611	52° 45' 3.401" N	2° 1' 51.874" E
172	52° 38.680" N	47' 2° 35' 10.728" E	612	52° 45' 3.127" N	2° 1' 52.189" E
173	52° 37.466" N	47' 2° 35' 10.917" E	613	52° 45' 2.287" N	2° 1' 53.183" E
174	52° 36.261" N	47' 2° 35' 11.231" E	614	52° 45' 1.635" N	2° 1' 53.925" E
175	52° 35.071" N	47' 2° 35' 11.670" E	615	52° 45' 1.351" N	2° 1' 54.277" E
176	52° 33.900" N	47' 2° 35' 12.231" E	616	52° 45' 0.388" N	2° 1' 55.510" E
177	52° 32.753" N	47' 2° 35' 12.912" E	617	52° 45' 0.110" N	2° 1' 55.877" E
178	52° 31.634" N	47' 2° 35' 13.711" E	618	52° 59.840" N	44' 2° 1' 56.258" E

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179	52° 30.547" N	47' 2° 35' 14.624" E	619	52° 58.926" N	44' 2° 1' 57.587" E
180	52° 29.498" N	47' 2° 35' 15.647" E	620	52° 58.663" N	44' 2° 1' 57.982" E
181	52° 28.489" N	47' 2° 35' 16.778" E	621	52° 58.407" N	44' 2° 1' 58.390" E
182	52° 27.525" N	47' 2° 35' 18.010" E	622	52° 57.545" N	44' 2° 1' 59.812" E
183	52° 26.611" N	47' 2° 35' 19.340" E	623	52° 57.298" N	44' 2° 2' 0.233" E
184	52° 25.748" N	47' 2° 35' 20.762" E	624	52° 57.059" N	44' 2° 2' 0.667" E
185	52° 24.942" N	47' 2° 35' 22.271" E	625	52° 56.253" N	44' 2° 2' 2.175" E
186	52° 24.194" N	47' 2° 35' 23.860" E	626	52° 56.022" N	44' 2° 2' 2.621" E
187	52° 23.509" N	47' 2° 35' 25.523" E	627	52° 55.800" N	44' 2° 2' 3.078" E
188	52° 22.888" N	47' 2° 35' 27.254" E	628	52° 55.053" N	44' 2° 2' 4.667" E
189	52° 22.334" N	47' 2° 35' 29.046" E	629	52° 54.839" N	44' 2° 2' 5.136" E
190	52° 21.849" N	47' 2° 35' 30.892" E	630	52° 54.635" N	44' 2° 2' 5.615" E
191	52° 21.436" N	47' 2° 35' 32.784" E	631	52° 53.950" N	44' 2° 2' 7.278" E
192	52° 21.096" N	47' 2° 35' 34.716" E	632	52° 53.755" N	44' 2° 2' 7.768" E
193	52° 20.829" N	47' 2° 35' 36.679" E	633	52° 53.569" N	44' 2° 2' 8.268" E
194	52° 20.638" N	47' 2° 35' 38.665" E	634	52° 52.949" N	44' 2° 2' 9.998" E
195	52° 20.523" N	47' 2° 35' 40.667" E	635	52° 52.773" N	44' 2° 2' 10.507" E
196	52° 20.485" N	47' 2° 35' 42.678" E	636	52° 52.607" N	44' 2° 2' 11.025" E
197	52° 20.523" N	47' 2° 35' 44.688" E	637	52° 52.053" N	44' 2° 2' 12.816" E
198	52° 20.637" N	47' 2° 35' 46.691" E	638	52° 51.897" N	44' 2° 2' 13.343" E

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199	52° 20.744" N	47' 2° 35' 47.803" E	639	52° 51.751" N	44' 2° 2' 13.877" E
200	52° 20.744" N	47' 2° 35' 47.804" E	640	52° 51.267" N	44' 2° 2' 15.722" E
201	52° 21.786" N	47' 2° 35' 56.101" E	641	52° 51.131" N	44' 2° 2' 16.263" E
202	52° 16.490" N	48' 2° 43' 13.626" E	642	52° 51.006" N	44' 2° 2' 16.812" E
203	52° 20.763" N	48' 2° 43' 47.964" E	643	52° 50.593" N	44' 2° 2' 18.703" E
204	52° 21.026" N	48' 2° 43' 49.928" E	644	52° 50.478" N	44' 2° 2' 19.257" E
205	52° 21.364" N	48' 2° 43' 51.862" E	645	52° 50.373" N	44' 2° 2' 19.818" E
206	52° 21.774" N	48' 2° 43' 53.756" E	646	52° 50.034" N	44' 2° 2' 21.747" E
207	52° 22.256" N	48' 2° 43' 55.605" E	647	52° 49.940" N	44' 2° 2' 22.313" E
208	52° 22.808" N	48' 2° 43' 57.400" E	648	52° 49.857" N	44' 2° 2' 22.883" E
209	52° 23.426" N	48' 2° 43' 59.134" E	649	52° 49.592" N	44' 2° 2' 24.844" E
210	52° 24.109" N	48' 2° 44' 0.801" E	650	52° 49.520" N	44' 2° 2' 25.418" E
211	52° 24.854" N	48' 2° 44' 2.393" E	651	52° 49.459" N	44' 2° 2' 25.996" E
212	52° 25.659" N	48' 2° 44' 3.905" E	652	52° 49.268" N	44' 2° 2' 27.980" E
213	52° 26.519" N	48' 2° 44' 5.331" E	653	52° 49.218" N	44' 2° 2' 28.561" E
214	52° 27.432" N	48' 2° 44' 6.665" E	654	52° 49.179" N	44' 2° 2' 29.143" E
215	52° 28.394" N	48' 2° 44' 7.902" E	655	52° 49.065" N	44' 2° 2' 31.144" E
216	52° 29.401" N	48' 2° 44' 9.037" E	656	52° 49.037" N	44' 2° 2' 31.728" E
217	52° 30.449" N	48' 2° 44' 10.065" E	657	52° 49.021" N	44' 2° 2' 32.314" E
218	52° 31.534" N	48' 2° 44' 10.983" E	658	52° 48.989" N	44' 2° 2' 34.021" E

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219	52° 32.652" N	48' 2° 44' 11.786" E	659	52° 48.983" N	44' 2° 2' 34.638" E	
220	52° 33.799" N	48' 2° 44' 12.472" E	660	52° 49.220" N	44' 2° 15' 49.970" E	
221	52° 34.969" N	48' 2° 44' 13.037" E	661	52° 49.236" N	44' 2° 15' 51.345" E	
222	52° 36.158" N	48' 2° 44' 13.481" E	662	52° 49.268" N	44' 2° 15' 53.169" E	
223	52° 37.362" N	48' 2° 44' 13.800" E	663	52° 49.284" N	44' 2° 15' 53.754" E	
224	52° 38.576" N	48' 2° 44' 13.994" E	664	52° 49.311" N	44' 2° 15' 54.339" E	
225	52° 39.226" N	48' 2° 44' 14.030" E	665	52° 49.422" N	44' 2° 15' 56.340" E	
226	52° 39.637" N	48' 2° 44' 14.030" E	666	52° 49.460" N	44' 2° 15' 56.922" E	
227	52° 27.631" N	51' 2° 44' 14.043" E	667	52° 49.509" N	44' 2° 15' 57.503" E	
228	52° 45.444" N	52' 2° 44' 14.140" E	668	52° 49.680" N	44' 2° 15' 59.308" E	
229	52° 48.722" N	52' 2° 44' 14.144" E	669	52° 49.731" N	44' 2° 15' 59.809" E	
230	52° 48.725" N	52' 2° 44' 14.157" E	670	52° 49.791" N	44' 2° 16' 0.309" E	
231	52° 50.325" N	52' 2° 44' 14.415" E	671	52° 51.112" N	44' 2° 16' 10.573" E	
232	52° 51.923" N	52' 2° 44' 14.716" E	672	52° 51.112" N	44' 2° 16' 10.573" E	
233	52° 53.518" N	52' 2° 44' 15.059" E	673	52° 49.555" N	45' 2° 23' 47.080" E	
234	52° 55.109" N	52' 2° 44' 15.444" E	674	52° 49.557" N	45' 2° 23' 47.097" E	
235	52° 56.696" N	52' 2° 44' 15.871" E	675	52° 11.399" N	46' 2° 26' 38.781" E	
236	52° 58.279" N	52' 2° 44' 16.340" E	676	52° 11.399" N	46' 2° 26' 38.782" E	
237	52° 59.857" N	52' 2° 44' 16.851" E	677	52° 58.179" N	46' 2° 32' 48.486" E	
238	52° N	53' 1.430" E	2° 44' 17.403" E	678	52° 59.273" N	46' 2° 32' 57.168" E

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239	52° 53' 2.998" N	2° 44' 17.996" E	679	52° 47' 4.976" N	2° 33' 42.433" E
240	52° 53' 4.559" N	2° 44' 18.631" E	680	52° 47' 5.398" N	2° 33' 45.780" E
241	52° 53' 6.115" N	2° 44' 19.307" E	681	52° 47' 6.366" N	2° 33' 53.472" E
242	52° 53' 7.663" N	2° 44' 20.024" E	682	52° 47' 6.366" N	2° 33' 53.473" E
243	52° 53' 9.205" N	2° 44' 20.782" E	683	52° 47' 20.744" N	2° 35' 47.803" E
244	52° 10.739" N	53' 2° 44' 21.580" E	684	52° 20.744" N	47' 2° 35' 47.804" E
245	52° 12.265" N	53' 2° 44' 22.419" E	685	52° 21.786" N	47' 2° 35' 56.101" E
246	52° 13.782" N	53' 2° 44' 23.298" E	686	52° 16.490" N	48' 2° 43' 13.626" E
247	52° 15.291" N	53' 2° 44' 24.217" E	687	52° 20.763" N	48' 2° 43' 47.964" E
248	52° 16.791" N	53' 2° 44' 25.175" E	688	52° 21.026" N	48' 2° 43' 49.928" E
249	52° 18.282" N	53' 2° 44' 26.173" E	689	52° 21.364" N	48' 2° 43' 51.862" E
250	52° 19.763" N	53' 2° 44' 27.211" E	690	52° 21.774" N	48' 2° 43' 53.756" E
251	52° 21.233" N	53' 2° 44' 28.287" E	691	52° 22.256" N	48' 2° 43' 55.605" E
252	52° 22.693" N	53' 2° 44' 29.402" E	692	52° 22.808" N	48' 2° 43' 57.400" E
253	52° 24.142" N	53' 2° 44' 30.555" E	693	52° 23.426" N	48' 2° 43' 59.134" E
254	52° 25.580" N	53' 2° 44' 31.747" E	694	52° 24.109" N	48' 2° 44' 0.801" E
255	52° 27.005" N	53' 2° 44' 32.976" E	695	52° 24.854" N	48' 2° 44' 2.393" E
256	52° 28.419" N	53' 2° 44' 34.243" E	696	52° 25.659" N	48' 2° 44' 3.905" E
257	52° 29.821" N	53' 2° 44' 35.547" E	697	52° 26.519" N	48' 2° 44' 5.331" E
258	52° 31.210" N	53' 2° 44' 36.888" E	698	52° 27.432" N	48' 2° 44' 6.665" E

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259	52° 32.585" N	53' 2° 44' 38.265" E	699	52° 28.394" N	48' 2° 44' 7.902" E
260	52° 33.947" N	53' 2° 44' 39.679" E	700	52° 29.401" N	48' 2° 44' 9.037" E
261	52° 35.295" N	53' 2° 44' 41.128" E	701	52° 30.449" N	48' 2° 44' 10.065" E
262	52° 36.630" N	53' 2° 44' 42.613" E	702	52° 31.534" N	48' 2° 44' 10.983" E
263	52° 37.949" N	53' 2° 44' 44.133" E	703	52° 32.652" N	48' 2° 44' 11.786" E
264	52° 39.254" N	53' 2° 44' 45.687" E	704	52° 33.799" N	48' 2° 44' 12.472" E
265	52° 40.543" N	53' 2° 44' 47.276" E	705	52° 34.969" N	48' 2° 44' 13.037" E
266	52° 41.818" N	53' 2° 44' 48.898" E	706	52° 36.158" N	48' 2° 44' 13.481" E
267	52° 43.076" N	53' 2° 44' 50.554" E	707	52° 37.362" N	48' 2° 44' 13.800" E
268	52° 44.318" N	53' 2° 44' 52.243" E	708	52° 38.576" N	48' 2° 44' 13.994" E
269	52° 45.543" N	53' 2° 44' 53.965" E	709	52° 39.226" N	48' 2° 44' 14.030" E
270	52° 46.752" N	53' 2° 44' 55.719" E	710	52° 39.637" N	48' 2° 44' 14.030" E
271	52° 47.944" N	53' 2° 44' 57.504" E	711	52° 27.631" N	51' 2° 44' 14.043" E
272	52° 49.118" N	53' 2° 44' 59.321" E	712	52° 45.444" N	52' 2° 44' 14.140" E
273	52° 50.275" N	53' 2° 45' 1.169" E	713	52° 48.722" N	52' 2° 44' 14.144" E
274	52° 51.414" N	53' 2° 45' 3.046" E	714	52° 48.725" N	52' 2° 44' 14.157" E
275	52° 52.534" N	53' 2° 45' 4.954" E	715	52° 50.325" N	52' 2° 44' 14.415" E
276	52° 53.636" N	53' 2° 45' 6.891" E	716	52° 51.923" N	52' 2° 44' 14.716" E
277	52° 54.719" N	53' 2° 45' 8.857" E	717	52° 53.518" N	52' 2° 44' 15.059" E
278	52° 55.783" N	53' 2° 45' 10.851" E	718	52° 55.109" N	52' 2° 44' 15.444" E



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279	52° 56.827" N	53' 2° 45' 12.874" E	719	52° 56.696" N	52' 2° 44' 15.871" E
280	52° 57.852" N	53' 2° 45' 14.923" E	720	52° 58.279" N	52' 2° 44' 16.340" E
281	52° 58.857" N	53' 2° 45' 16.999" E	721	52° 59.857" N	52' 2° 44' 16.851" E
282	52° 59.841" N	53' 2° 45' 19.102" E	722	52° 53' 1.430" N	2° 44' 17.403" E
283	52° 54' 0.806" N	2° 45' 21.230" E	723	52° 53' 2.998" N	2° 44' 17.996" E
284	52° 54' 1.749" N	2° 45' 23.384" E	724	52° 53' 4.559" N	2° 44' 18.631" E
285	52° 54' 2.672" N	2° 45' 25.562" E	725	52° 53' 6.115" N	2° 44' 19.307" E
286	52° 54' 3.573" N	2° 45' 27.765" E	726	52° 53' 7.663" N	2° 44' 20.024" E
287	52° 54' 4.453" N	2° 45' 29.990" E	727	52° 53' 9.205" N	2° 44' 20.782" E
288	52° 54' 5.312" N	2° 45' 32.239" E	728	52° 10.739" N	53' 2° 44' 21.580" E
289	52° 54' 6.144" N	2° 45' 34.497" E	729	52° 12.265" N	53' 2° 44' 22.419" E
290	53° 3' 46.017" N	2° 45' 35.676" E	730	52° 13.782" N	53' 2° 44' 23.298" E
291	53° 8' 27.770" N	2° 48' 38.429" E	731	52° 15.291" N	53' 2° 44' 24.217" E
292	53° 52.532" N	13' 3° 2' 3.556" E	732	52° 16.791" N	53' 2° 44' 25.175" E
293	53° 53.967" N	13' 3° 2' 7.131" E	733	52° 18.282" N	53' 2° 44' 26.173" E
294	53° 59.710" N	13' 3° 2' 21.440" E	734	52° 19.763" N	53' 2° 44' 27.211" E
295	53° 14' 8.462" N	3° 2' 43.249" E	735	52° 21.233" N	53' 2° 44' 28.287" E
296	53° 21.060" N	14' 3° 3' 12.673" E	736	52° 22.693" N	53' 2° 44' 29.402" E
297	53° 30.403" N	10' 2° 59' 5.331" E	737	52° 24.142" N	53' 2° 44' 30.555" E
298	53° 30.387" N	10' 2° 59' 6.176" E	738	52° 25.580" N	53' 2° 44' 31.747" E

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299	53° 30.403" N	10' 2° 59' 7.022" E	739	52° 27.005" N	53' 2° 44' 32.976" E
300	53° 30.451" N	10' 2° 59' 7.863" E	740	52° 28.419" N	53' 2° 44' 34.243" E
301	53° 30.531" N	10' 2° 59' 8.699" E	741	52° 29.821" N	53' 2° 44' 35.547" E
302	53° 30.641" N	10' 2° 59' 9.524" E	742	52° 31.210" N	53' 2° 44' 36.888" E
303	53° 30.783" N	10' 2° 59' 10.336" E	743	52° 32.585" N	53' 2° 44' 38.265" E
304	53° 30.955" N	10' 2° 59' 11.131" E	744	52° 33.947" N	53' 2° 44' 39.679" E
305	53° 31.157" N	10' 2° 59' 11.907" E	745	52° 35.295" N	53' 2° 44' 41.128" E
306	53° 31.388" N	10' 2° 59' 12.661" E	746	52° 36.630" N	53' 2° 44' 42.613" E
307	53° 31.646" N	10' 2° 59' 13.389" E	747	52° 37.949" N	53' 2° 44' 44.133" E
308	53° 31.932" N	10' 2° 59' 14.088" E	748	52° 39.254" N	53' 2° 44' 45.687" E
309	53° 32.243" N	10' 2° 59' 14.756" E	749	52° 40.543" N	53' 2° 44' 47.276" E
310	53° 32.579" N	10' 2° 59' 15.390" E	750	52° 41.818" N	53' 2° 44' 48.898" E
311	53° 32.938" N	10' 2° 59' 15.988" E	751	52° 43.076" N	53' 2° 44' 50.554" E
312	53° 33.319" N	10' 2° 59' 16.548" E	752	52° 44.318" N	53' 2° 44' 52.243" E
313	53° 33.721" N	10' 2° 59' 17.066" E	753	52° 45.543" N	53' 2° 44' 53.965" E
314	53° 34.141" N	10' 2° 59' 17.541" E	754	52° 46.752" N	53' 2° 44' 55.719" E
315	53° 34.578" N	10' 2° 59' 17.972" E	755	52° 47.944" N	53' 2° 44' 57.504" E
316	53° 35.031" N	10' 2° 59' 18.356" E	756	52° 49.118" N	53' 2° 44' 59.321" E
317	53° 35.497" N	10' 2° 59' 18.692" E	757	52° 50.275" N	53' 2° 45' 1.169" E
318	53° 35.975" N	10' 2° 59' 18.978" E	758	52° 51.414" N	53' 2° 45' 3.046" E

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319	53° 36.463" N	10' 2° 59' 19.214" E	759	52° 53' 52.534" N	2° 45' 4.954" E
320	53° 36.959" N	10' 2° 59' 19.398" E	760	52° 53' 53.636" N	2° 45' 6.891" E
321	53° 37.461" N	10' 2° 59' 19.531" E	761	52° 53' 54.719" N	2° 45' 8.857" E
322	53° 37.966" N	10' 2° 59' 19.610" E	762	52° 53' 2° 45' 55.783" N E	10.851" E
323	53° 38.474" N	10' 2° 59' 19.637" E	763	52° 53' 2° 45' 56.827" N E	12.874" E
324	53° 38.982" N	10' 2° 59' 19.610" E	764	52° 53' 2° 45' 57.852" N E	14.923" E
325	53° 39.488" N	10' 2° 59' 19.531" E	765	52° 53' 2° 45' 58.857" N E	16.999" E
326	53° 39.990" N	10' 2° 59' 19.399" E	766	52° 53' 2° 45' 59.841" N E	19.102" E
327	53° 40.485" N	10' 2° 59' 19.214" E	767	52° 54' 0.806" N	2° 45' 21.230" E
328	53° 40.973" N	10' 2° 59' 18.978" E	768	52° 54' 1.749" N	2° 45' 23.384" E
329	53° 41.451" N	10' 2° 59' 18.692" E	769	52° 54' 2.672" N	2° 45' 25.562" E
330	53° 41.918" N	10' 2° 59' 18.356" E	770	52° 54' 3.573" N	2° 45' 27.765" E
331	53° 42.370" N	10' 2° 59' 17.972" E	771	52° 54' 4.453" N	2° 45' 29.990" E
332	53° 42.807" N	10' 2° 59' 17.542" E	772	52° 54' 5.312" N	2° 45' 32.239" E
333	53° 43.228" N	10' 2° 59' 17.067" E	773	52° 54' 6.144" N	2° 45' 34.497" E
334	53° 43.629" N	10' 2° 59' 16.548" E	774	53° 3' 46.017" N	2° 45' 35.676" E
335	53° 44.010" N	10' 2° 59' 15.989" E	775	53° 8' 27.770" N	2° 48' 38.429" E
336	53° 44.369" N	10' 2° 59' 15.391" E	776	53° 13' 52.532" N	3° 2' 3.556" E
337	53° 44.705" N	10' 2° 59' 14.757" E	777	53° 13' 53.967" N	3° 2' 7.131" E
338	53° 45.017" N	10' 2° 59' 14.089" E	778	53° 13' 59.710" N	3° 2' 21.440" E

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339	53° 45.302" N	10' 2° 59' 13.389" E	779	53° 14' 8.462" N	3° 2' 43.249" E
340	53° 45.561" N	10' 2° 59' 12.661" E	780	53° 14' 21.060" N	3° 3' 12.673" E
341	53° 45.792" N	10' 2° 59' 11.908" E	781	53° 10' 30.403" N	2° 59' 5.331" E
342	53° 45.993" N	10' 2° 59' 11.132" E	782	53° 10' 30.387" N	2° 59' 6.176" E
343	53° 46.166" N	10' 2° 59' 10.336" E	783	53° 10' 30.403" N	2° 59' 7.022" E
344	53° 46.307" N	10' 2° 59' 9.524" E	784	53° 10' 30.451" N	2° 59' 7.863" E
345	53° 46.418" N	10' 2° 59' 8.699" E	785	53° 10' 30.531" N	2° 59' 8.699" E
346	53° 46.498" N	10' 2° 59' 7.864" E	786	53° 10' 30.641" N	2° 59' 9.524" E
347	53° 46.545" N	10' 2° 59' 7.022" E	787	53° 10' 2° 59' 30.783" N E	10' 10.336" E
348	53° 46.561" N	10' 2° 59' 6.176" E	788	53° 10' 2° 59' 30.955" N E	10' 11.131" E
349	53° 46.545" N	10' 2° 59' 5.331" E	789	53° 10' 2° 59' 31.157" N E	10' 11.907" E
350	53° 46.498" N	10' 2° 59' 4.489" E	790	53° 10' 2° 59' 31.388" N E	10' 12.661" E
351	53° 46.418" N	10' 2° 59' 3.654" E	791	53° 10' 2° 59' 31.646" N E	10' 13.389" E
352	53° 46.307" N	10' 2° 59' 2.829" E	792	53° 10' 2° 59' 31.932" N E	10' 14.088" E
353	53° 46.166" N	10' 2° 59' 2.017" E	793	53° 10' 2° 59' 32.243" N E	10' 14.756" E
354	53° 45.993" N	10' 2° 59' 1.221" E	794	53° 10' 2° 59' 32.579" N E	10' 15.390" E
355	53° 45.792" N	10' 2° 59' 0.445" E	795	53° 10' 2° 59' 32.938" N E	10' 15.988" E
356	53° 45.561" N	10' 2° 58' 59.691" E	796	53° 10' 2° 59' 33.319" N E	10' 16.548" E
357	53° 45.302" N	10' 2° 58' 58.964" E	797	53° 10' 2° 59' 33.721" N E	10' 17.066" E
358	53° 45.017" N	10' 2° 58' 58.264" E	798	53° 10' 2° 59' 34.141" N E	10' 17.541" E

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359	53° 44.705" N	10' 2° 58' 57.596" E	799	53° 34.578" N	10' 2° 59' 17.972" E
360	53° 44.369" N	10' 2° 58' 56.962" E	800	53° 35.031" N	10' 2° 59' 18.356" E
361	53° 44.010" N	10' 2° 58' 56.364" E	801	53° 35.497" N	10' 2° 59' 18.692" E
362	53° 43.629" N	10' 2° 58' 55.804" E	802	53° 35.975" N	10' 2° 59' 18.978" E
363	53° 43.228" N	10' 2° 58' 55.286" E	803	53° 36.463" N	10' 2° 59' 19.214" E
364	53° 42.807" N	10' 2° 58' 54.811" E	804	53° 36.959" N	10' 2° 59' 19.398" E
365	53° 42.370" N	10' 2° 58' 54.380" E	805	53° 37.461" N	10' 2° 59' 19.531" E
366	53° 41.918" N	10' 2° 58' 53.997" E	806	53° 37.966" N	10' 2° 59' 19.610" E
367	53° 41.451" N	10' 2° 58' 53.661" E	807	53° 38.474" N	10' 2° 59' 19.637" E
368	53° 40.973" N	10' 2° 58' 53.374" E	808	53° 38.982" N	10' 2° 59' 19.610" E
369	53° 40.485" N	10' 2° 58' 53.139" E	809	53° 39.488" N	10' 2° 59' 19.531" E
370	53° 39.990" N	10' 2° 58' 52.954" E	810	53° 39.990" N	10' 2° 59' 19.399" E
371	53° 39.488" N	10' 2° 58' 52.822" E	811	53° 40.485" N	10' 2° 59' 19.214" E
372	53° 38.982" N	10' 2° 58' 52.742" E	812	53° 40.973" N	10' 2° 59' 18.978" E
373	53° 38.474" N	10' 2° 58' 52.716" E	813	53° 41.451" N	10' 2° 59' 18.692" E
374	53° 37.966" N	10' 2° 58' 52.742" E	814	53° 41.918" N	10' 2° 59' 18.356" E
375	53° 37.461" N	10' 2° 58' 52.822" E	815	53° 42.370" N	10' 2° 59' 17.972" E
376	53° 36.959" N	10' 2° 58' 52.954" E	816	53° 42.807" N	10' 2° 59' 17.542" E
377	53° 36.463" N	10' 2° 58' 53.139" E	817	53° 43.228" N	10' 2° 59' 17.067" E
378	53° 35.975" N	10' 2° 58' 53.375" E	818	53° 43.629" N	10' 2° 59' 16.548" E

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379	53° 35.497" N	10' 2° 58' 53.661" E	819	53° 44.010" N	10' 2° 59' 15.989" E
380	53° 35.031" N	10' 2° 58' 53.997" E	820	53° 44.369" N	10' 2° 59' 15.391" E
381	53° 34.578" N	10' 2° 58' 54.381" E	821	53° 44.705" N	10' 2° 59' 14.757" E
382	53° 34.141" N	10' 2° 58' 54.812" E	822	53° 45.017" N	10' 2° 59' 14.089" E
383	53° 33.721" N	10' 2° 58' 55.287" E	823	53° 45.302" N	10' 2° 59' 13.389" E
384	53° 33.319" N	10' 2° 58' 55.805" E	824	53° 45.561" N	10' 2° 59' 12.661" E
385	53° 32.938" N	10' 2° 58' 56.364" E	825	53° 45.792" N	10' 2° 59' 11.908" E
386	53° 32.579" N	10' 2° 58' 56.962" E	826	53° 45.993" N	10' 2° 59' 11.132" E
387	53° 32.243" N	10' 2° 58' 57.597" E	827	53° 46.166" N	10' 2° 59' 10.336" E
388	53° 31.932" N	10' 2° 58' 58.265" E	828	53° 46.307" N	10' 2° 59' 9.524" E
389	53° 31.646" N	10' 2° 58' 58.964" E	829	53° 46.418" N	10' 2° 59' 8.699" E
390	53° 31.388" N	10' 2° 58' 59.692" E	830	53° 46.498" N	10' 2° 59' 7.864" E
391	53° 31.157" N	10' 2° 59' 0.445" E	831	53° 46.545" N	10' 2° 59' 7.022" E
392	53° 30.955" N	10' 2° 59' 1.221" E	832	53° 46.561" N	10' 2° 59' 6.176" E
393	53° 30.783" N	10' 2° 59' 2.017" E	833	53° 46.545" N	10' 2° 59' 5.331" E
394	53° 30.641" N	10' 2° 59' 2.829" E	834	53° 46.498" N	10' 2° 59' 4.489" E
395	53° 30.531" N	10' 2° 59' 3.654" E	835	53° 46.418" N	10' 2° 59' 3.654" E
396	53° 30.451" N	10' 2° 59' 4.489" E	836	53° 46.307" N	10' 2° 59' 2.829" E
397	52° 23.652" N	52' 2° 46' 27.791" E	837	53° 46.166" N	10' 2° 59' 2.017" E
398	52° 50.970" N	51' 2° 46' 27.714" E	838	53° 45.993" N	10' 2° 59' 1.221" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
399	52° 49.498" N	52' 2° 52' 4.152" E	839	53° 45.792" N	10' 2° 59' 0.445" E
400	52° 53' 4.385" N	2° 51' 57.093" E	840	53° 45.561" N	10' 2° 58' 59.691" E
401	52° 19.948" N	53' 2° 51' 49.713" E	841	53° 45.302" N	10' 2° 58' 58.964" E
402	53° 28.789" N	14' 3° 3' 31.257" E	842	53° 45.017" N	10' 2° 58' 58.264" E
403	52° 14.962" N	56' 3° 8' 41.012" E	843	53° 44.705" N	10' 2° 58' 57.596" E
404	52° 23.652" N	52' 2° 46' 27.791" E	844	53° 44.369" N	10' 2° 58' 56.962" E
405	52° 34.455" N	47' 2° 46' 27.112" E	845	53° 44.010" N	10' 2° 58' 56.364" E
406	52° 27.871" N	47' 2° 45' 34.063" E	846	53° 43.629" N	10' 2° 58' 55.804" E
407	52° 16.559" N	47' 2° 44' 3.046" E	847	53° 43.228" N	10' 2° 58' 55.286" E
408	52° 15.589" N	47' 2° 43' 55.247" E	848	53° 42.807" N	10' 2° 58' 54.811" E
409	52° 15.589" N	47' 2° 43' 55.243" E	849	53° 42.370" N	10' 2° 58' 54.380" E
410	52° 14.341" N	47' 2° 43' 45.216" E	850	53° 41.918" N	10' 2° 58' 53.997" E
411	52° 13.615" N	47' 2° 43' 39.381" E	851	53° 41.451" N	10' 2° 58' 53.661" E
412	52° 46.039" N	43' 2° 16' 19.075" E	852	53° 40.973" N	10' 2° 58' 53.374" E
413	52° 45.182" N	43' 2° 16' 10.004" E	853	53° 40.485" N	10' 2° 58' 53.139" E
414	52° 44.634" N	43' 2° 16' 0.162" E	854	53° 39.990" N	10' 2° 58' 52.954" E
415	52° 44.531" N	43' 2° 15' 54.221" E	855	53° 39.488" N	10' 2° 58' 52.822" E
416	52° 44.490" N	43' 2° 15' 51.462" E	856	53° 38.982" N	10' 2° 58' 52.742" E
417	52° 44.512" N	43' 2° 7' 23.550" E	857	53° 38.474" N	10' 2° 58' 52.716" E
418	52° 44.166" N	42' 2° 3' 14.512" E	858	53° 37.966" N	10' 2° 58' 52.742" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
419	52° 43.152" N	42' 2° 3' 9.802" E	859	53° 37.461" N	10' 2° 58' 52.822" E
420	52° 42.369" N	42' 2° 3' 4.946" E	860	53° 36.959" N	10' 2° 58' 52.954" E
421	52° 31.534" N	42' 2° 1' 44.644" E	861	53° 36.463" N	10' 2° 58' 53.139" E
422	52° 31.056" N	42' 2° 1' 40.338" E	862	53° 35.975" N	10' 2° 58' 53.375" E
423	52° 30.948" N	42' 2° 1' 39.044" E	863	53° 35.497" N	10' 2° 58' 53.661" E
424	52° 30.701" N	42' 2° 1' 34.686" E	864	53° 35.031" N	10' 2° 58' 53.997" E
425	52° 30.654" N	42' 2° 1' 30.309" E	865	53° 34.578" N	10' 2° 58' 54.381" E
426	52° 30.675" N	42' 2° 1' 29.003" E	866	53° 34.141" N	10' 2° 58' 54.812" E
427	52° 30.833" N	42' 2° 1' 25.173" E	867	53° 33.721" N	10' 2° 58' 55.287" E
428	52° 33.173" N	42' 2° 0' 49.768" E	868	53° 33.319" N	10' 2° 58' 55.805" E
429	52° 34.216" N	42' 2° 0' 40.941" E	869	53° 32.938" N	10' 2° 58' 56.364" E
430	52° 34.439" N	42' 2° 0' 39.649" E	870	53° 32.579" N	10' 2° 58' 56.962" E
431	52° 35.302" N	42' 2° 0' 35.379" E	871	53° 32.243" N	10' 2° 58' 57.597" E
432	52° 41.649" N	42' 2° 0' 7.655" E	872	53° 31.932" N	10' 2° 58' 58.265" E
433	52° 43.788" N	42' 2° 0' 0.073" E	873	53° 31.646" N	10' 2° 58' 58.964" E
434	52° 44.149" N	42' 1° 59' 59.016" E	874	53° 31.388" N	10' 2° 58' 59.692" E
435	52° 45.445" N	42' 1° 59' 55.557" E	875	53° 31.157" N	10' 2° 59' 0.445" E
436	52° 55.437" N	42' 1° 59' 30.877" E	876	53° 30.955" N	10' 2° 59' 1.221" E
437	52° 55.855" N	42' 1° 59' 29.924" E	877	53° 30.783" N	10' 2° 59' 2.017" E
438	52° 58.378" N	42' 1° 59' 24.593" E	878	53° 30.641" N	10' 2° 59' 2.829" E



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
439	52° 42' 58.842" N	1° 59' 23.685" E	879	53° 10' 30.531" N	2° 59' 3.654" E
440	52° 43' 0.673" N	1° 59' 20.588" E	880	53° 10' 30.451" N	2° 59' 4.489" E

**Commencement Information**

**I47** Sch. 1 Pt. 1 para. 2 in force at 1.1.2022, see [art. 1](#)

**Commencement Information**

**I47** Sch. 1 Pt. 1 para. 2 in force at 1.1.2022, see [art. 1](#)

**Commencement Information**

**I47** Sch. 1 Pt. 1 para. 2 in force at 1.1.2022, see [art. 1](#)

## PART 2

### Ancillary Works

1. Works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised development;
- (b) beacons, fenders and other navigational warning or ship impact protection works; and
- (c) temporary works for the benefit or protection of land or structures affected by the authorised development.

**Commencement Information**

**I48** Sch. 1 Pt. 2 para. 1 in force at 1.1.2022, see [art. 1](#)

## PART 3

### Requirements

#### Time limits

1. The authorised project must commence no later than the expiration of five years beginning with the date this Order comes into force.

**Commencement Information**

**I49** Sch. 1 Pt. 3 para. 1 in force at 1.1.2022, see art. 1

**Detailed offshore design parameters**

2. Subject to paragraph (2), any wind turbine generator forming part of the authorised project must not—

- (a) exceed a height of 350 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a height of 198.5 metres to the height of the centreline of the generator shaft forming part of the hub when measured from HAT;
- (c) exceed a rotor diameter of 303 metres;
- (d) be less than 800 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 800 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind); or
- (e) have a draught height which is less than the minimum draught height specified for the relevant wind turbine generator capacity in the table below—

<i>Wind Turbine Generator Capacity</i>	<i>Minimum draught height</i>
Up to and including 14.6MW	35m from MHWS
14.7 MW and above	30m from MHWS

(2) References to the location of a wind turbine generator in paragraph (2) above are references to the centre point of that turbine.

**Commencement Information**

**I50** Sch. 1 Pt. 3 para. 2 in force at 1.1.2022, see art. 1

3.—(1) The total number of wind turbine generators forming part of the authorised project must not exceed [<sup>F5</sup>137].

(2) The total number of offshore electrical platforms forming part of the authorised project must not exceed two.

(3) The total number of offshore service platforms must not exceed one.

(4) The total number of meteorological masts must not exceed two.

(5) The total number of LIDAR measurement buoys must not exceed two and the total number of wave measurement buoys must not exceed two.

**F5** Word in Sch. 1 Pt. 3 para. 3(1) substituted (21.9.2022) by The Norfolk Boreas Offshore Wind Farm (Amendment) Order 2022 (S.I. 2022/968), arts. 1, 4(a)

**Commencement Information**

**I51** Sch. 1 Pt. 3 para. 3 in force at 1.1.2022, see art. 1

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

4.—(1) The dimensions of any offshore electrical platforms forming part of the authorised project (excluding towers, helipads, masts and cranes) must not exceed 100 metres in height when measured from HAT, 120 metres in length and 80 metres in width.

(2) The dimensions of any offshore service platform forming part of the authorised project (excluding helipads) must not exceed 100 metres in height when measured from HAT, 90 metres in length and 60 metres in width.

(3) Each meteorological mast must not exceed a height of 200 metres above HAT.

(4) Each meteorological mast must not have more than one supporting foundation.

**Commencement Information**

**I52** Sch. 1 Pt. 3 para. 4 in force at 1.1.2022, see [art. 1](#)

5.—(1) The total length of cables must not exceed 1,190 kilometres and the total length of cable trench within which the cables will be placed must not exceed 910 kilometres;

(2) The total volume of cable protection must not exceed 308,236m<sup>3</sup>

(3) The total area occupied by cable protection must not exceed 586,086m<sup>2</sup>; and

(4) The length of cables and volume and area of cable protection must not exceed the individual distributions set out in Table 2 of the outline scour protection and cable protection plan and must not exceed the following parameters in respect of the corresponding Work Nos.—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>3</sup>)</i>	<i>Cable protection (m<sup>2</sup>)</i>
Work No. 1(e and f) (array)	600 kilometres	198,500 m <sup>3</sup>	389,000 m <sup>2</sup>
Work No. 3A (interconnector link)	90 kilometres	17,000 m <sup>3</sup>	34,000 m <sup>2</sup>
Work No. 3B (project interconnector)	180 kilometres	41,000 m <sup>3</sup>	74,000 m <sup>2</sup>
Work No. 4A and 4B (export cable)	500 kilometres	69,236m <sup>3</sup>	124,086m <sup>2</sup>

(5) In the event of scenario 1, the undertaker may commence either Work No. 3A or Work No. 3B and, for the avoidance of doubt, must not commence both of Work No. 3A and Work No. 3B.

**Commencement Information**

**I53** Sch. 1 Pt. 3 para. 5 in force at 1.1.2022, see [art. 1](#)

6.—(1) In relation to a wind turbine generator, each foundation using piles must not have—

- (a) more than four driven piles;
- (b) in the case of single pile structures, a pile diameter which is more than 15 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than five metres.

(2) In relation to a wind turbine generator, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 1,963m<sup>2</sup>.

**Commencement Information**

**I54** Sch. 1 Pt. 3 para. 6 in force at 1.1.2022, see [art. 1](#)

7.—(1) In relation to a meteorological mast, each foundation using piles must not have—

- (a) more than four driven piles;
- (b) in the case of single pile structures, a pile diameter which is more than 10 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than three metres.

(2) In relation to a meteorological mast, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 314 m<sup>2</sup>.

**Commencement Information**

**I55** Sch. 1 Pt. 3 para. 7 in force at 1.1.2022, see [art. 1](#)

8.—(1) In relation to an offshore electrical platform, each foundation using piles must not have—

- (a) more than 18 driven piles; or
- (b) in the case of two or more pile structures, have a pile diameter which is more than five metres.

(2) In relation to the offshore electrical platform(s), the foundations must not have a combined seabed footprint area (excluding scour protection) of greater than 15,000 m<sup>2</sup>.

**Commencement Information**

**I56** Sch. 1 Pt. 3 para. 8 in force at 1.1.2022, see [art. 1](#)

9.—(1) In relation to any offshore service platform, each foundation using piles must not have—

- (a) more than six driven piles; or
- (b) in the case of two or more pile structures, have a pile diameter which is more than three metres.

(2) In relation to an offshore service platform, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 7,500 m<sup>2</sup>.

**Commencement Information**

**I57** Sch. 1 Pt. 3 para. 9 in force at 1.1.2022, see [art. 1](#)

10.—(1) In relation to any LIDAR measurement buoys, each foundation using piles must not have a pile diameter of greater than 10 metres.

(2) In relation to any LIDAR measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 78.5m<sup>2</sup> per buoy and 157m<sup>2</sup> in total.

(3) In relation to any wave measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 150m<sup>2</sup> per buoy and 300 m<sup>2</sup> in total.

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

#### Commencement Information

**I58** Sch. 1 Pt. 3 para. 10 in force at 1.1.2022, see [art. 1](#)

**11.** The total amount of scour protection for the wind turbine generators, offshore service platform, meteorological masts, offshore electrical platforms and LIDAR measurement buoys forming part of the authorised project must not exceed 25,934,269 m<sup>3</sup> or 5,186,854 m<sup>2</sup> and must not exceed the distributed quantities of scour protection set out in Table 1 of the outline scour protection and cable protection plan.

#### Commencement Information

**I59** Sch. 1 Pt. 3 para. 11 in force at 1.1.2022, see [art. 1](#)

**F5** Word in [Sch. 1 Pt. 3 para. 3\(1\)](#) substituted (21.9.2022) by [The Norfolk Boreas Offshore Wind Farm \(Amendment\) Order 2022 \(S.I. 2022/968\)](#), arts. 1, [4\(a\)](#)

#### Commencement Information

**I50** [Sch. 1 Pt. 3 para. 2](#) in force at 1.1.2022, see [art. 1](#)

**I51** Sch. 1 Pt. 3 para. 3 in force at 1.1.2022, see [art. 1](#)

**I52** Sch. 1 Pt. 3 para. 4 in force at 1.1.2022, see [art. 1](#)

**I53** Sch. 1 Pt. 3 para. 5 in force at 1.1.2022, see [art. 1](#)

**I54** Sch. 1 Pt. 3 para. 6 in force at 1.1.2022, see [art. 1](#)

**I55** Sch. 1 Pt. 3 para. 7 in force at 1.1.2022, see [art. 1](#)

**I56** Sch. 1 Pt. 3 para. 8 in force at 1.1.2022, see [art. 1](#)

**I57** Sch. 1 Pt. 3 para. 9 in force at 1.1.2022, see [art. 1](#)

**I58** Sch. 1 Pt. 3 para. 10 in force at 1.1.2022, see [art. 1](#)

**I59** Sch. 1 Pt. 3 para. 11 in force at 1.1.2022, see [art. 1](#)

### Aviation safety

**12.—(1)** The undertaker must exhibit such lights, with such shape, colour and character and at such times as are required in writing by Air Navigation Order 2016<sup>(43)</sup> and/or determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the CAA. Lighting installed specifically to meet Ministry of Defence aviation safety requirements must remain operational for the life of the authorised development unless otherwise agreed in writing with the Ministry of Defence.

**(2)** The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the offshore works, in writing of the following information—

- (a) the date of the commencement of construction of the offshore works;
- (b) the date any wind turbine generators are brought into use;
- (c) the maximum height of any construction equipment to be used;
- (d) the maximum heights of any wind turbine generator, meteorological mast, offshore electrical platform and offshore service platform to be constructed; and
- (e) the latitude and longitude of each wind turbine generator, meteorological mast, offshore electrical platform and offshore service platform to be constructed,

<sup>(43)</sup> [S.I. 2016/765](#).

and the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the offshore works.

#### Commencement Information

**I60** Sch. 1 Pt. 3 para. 12 in force at 1.1.2022, see [art. 1](#)

### Ministry of Defence surveillance operations

**13.**—(1) No wind turbine generator forming part of the authorised development is permitted to rotate its rotor blades on its horizontal axis until the Secretary of State having consulted with the Ministry of Defence confirms satisfaction in writing that appropriate mitigation will be implemented and maintained for the life of the authorised development and that arrangements have been put in place with the Ministry of Defence to ensure that the approved mitigation is implemented.

(2) For the purposes of this requirement—

- (a) “appropriate mitigation” means measures to prevent or remove any adverse effects which the authorised development will have on the air defence radar at Remote Radar Head (RRH) [<sup>F6</sup>Neatishead] and the Ministry of Defence’s air surveillance and control operations;
- (b) “approved mitigation” means the detailed Radar Mitigation Scheme (RMS) that will set out the appropriate measures and timescales for implementation as agreed with the Ministry of Defence at the time the Secretary of State confirms satisfaction in writing in accordance with paragraph (1); and
- (c) “Ministry of Defence” means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, [<sup>F7</sup>St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire WS14 9PY] or any successor body.

(3) The undertaker must thereafter comply with all other obligations contained within the approved mitigation for the life of the authorised development.

**F6** Word in Sch. 1 Pt. 3 para. 13(2)(a) substituted (21.9.2022) by [The Norfolk Boreas Offshore Wind Farm \(Amendment\) Order 2022 \(S.I. 2022/968\)](#), arts. 1, [4\(b\)](#)

**F7** Words in Sch. 1 Pt. 3 para. 13(2)(c) substituted by virtue of (21.9.2022) by [The Norfolk Boreas Offshore Wind Farm \(Amendment\) Order 2022 \(S.I. 2022/968\)](#), arts. 1, [4\(c\)](#)

#### Commencement Information

**I61** Sch. 1 Pt. 3 para. 13 in force at 1.1.2022, see [art. 1](#)

### Offshore decommissioning

**14.**—(1) No offshore works may commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) of the 2004 Act has been submitted to the Secretary of State for approval.

(2) The obligations under paragraphs (3) and (4) shall only apply in respect of cable protection, apart from at cable crossing locations with existing cables and pipelines, which is installed as part of the authorised project within the Haisborough, Hammond and Winterton Special Area of Conservation as at the date of the grant of the Order.

(3) No later than 4 months prior to each deployment of cable protection in the Haisborough, Hammond and Winterton Special Area of Conservation, except where otherwise stated or unless

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otherwise agreed in writing by the Secretary of State, the undertaker must submit the following documents for approval by the Secretary of State:

- (a) a decommissioning feasibility study on the proposed cable protection to be updated at intervals of not more than every ten years throughout the operational phase of the project;
- (b) a method statement for recovery of cable protection; and
- (c) a monitoring plan to include appropriate surveys following decommissioning to monitor the recovery of the area of the Haisborough, Hammond and Winterton Special Area of Conservation impacted by cable protection.

(4) No cable protection can be deployed in the Haisborough, Hammond and Winterton Special Area of Conservation until the Secretary of State, in consultation with the MMO and the Statutory Nature Conservation Body approves in writing the documents pursuant to paragraph (3) above.

#### Commencement Information

**I62** Sch. 1 Pt. 3 para. 14 in force at 1.1.2022, see [art. 1](#)

#### Scenarios, stages, and phases of authorised development onshore

**15.**—(1) Subject to paragraph (2), the undertaker may commence, or exercise powers of compulsory acquisition under Part 5 of this Order in relation to, only:

- (a) scenario 1; or
- (b) scenario 2.

(2) In the event that the Norfolk Vanguard Offshore Wind Farm is commenced, the undertaker may only commence scenario 1 and, for the avoidance of doubt, must not commence scenario 2.

(3) The onshore transmission works must not commence, nor powers of compulsory acquisition under Part 5 of this Order be exercised, until notification has been submitted to the relevant planning authority:

- (a) as to whether the undertaker intends to commence scenario 1 or scenario 2; and
- (b) detailing whether the onshore transmission works will be constructed in a single onshore phase or in two onshore phases.

(4) The onshore transmission works must not commence until a written scheme setting out the stages of the onshore transmission works for the relevant onshore phase has been submitted to the relevant planning authority, which scheme may subsequently be amended from time to time as notified to the relevant planning authority.

(5) The written scheme must be implemented as notified under paragraph (4).

(6) In paragraph (2) of this requirement, “commenced” in relation to the Norfolk Vanguard Offshore Wind Farm has the same meaning as provided for in any development consent order that may be made by the Secretary of State in relation to the Norfolk Vanguard Offshore Wind Farm..

#### Commencement Information

**I63** Sch. 1 Pt. 3 para. 15 in force at 1.1.2022, see [art. 1](#)

#### Detailed design parameters onshore

**16.**—(1) The total number of converter buildings for the onshore project substation must not exceed two.

(2) Construction works for the converter buildings referred to in paragraph (1) must not commence until details of the layout, scale and external appearance of the same have been submitted to and approved by the relevant planning authority.

(3) The onshore project substation must be constructed in accordance with the details approved by the relevant planning authority.

(4) Any details provided by the undertaker pursuant to paragraph (2) must:

- (a) accord with the design and access statement;
- (b) in the event of Scenario 1, be supported by a statement illustrating how the details submitted accord with the principles of the OPS Masterplan and have been informed by a strategic approach to mitigate cumulative impacts arising from the onshore project substation and the Norfolk Vanguard Onshore Project Substation;
- (c) have been subject to an early independent design review which must consider whether the requirements of sub-paragraphs (a) and (b) have been satisfied and make recommendations for design improvements if not; and
- (d) be within the Order limits.

(5) Buildings (including the converter buildings) comprised in Work No. 8A must not exceed a height of 19 metres above existing ground level and external electrical equipment comprised in Work No. 8A must not exceed a height of 25 metres above existing ground level.

(6) The total footprint of each converter building must not exceed 110 metres by 70 metres.

(7) The fenced compound area (excluding its accesses) for the onshore project substation comprised in Work No. 8A must not exceed 250 metres by 300 metres.

(8) For the purposes of paragraph (5) of this requirement,

- (a) In the event of scenario 1, ‘existing ground level’ means 73 metres above ordnance datum; and
- (b) In the event of scenario 2, ‘existing ground level’ means 72 metres above ordnance datum.

(9) The external electrical equipment comprised in Work No. 10A must not exceed a height of 15 metres above existing ground level.

(10) For the purposes of paragraph (9) of this requirement, ‘existing ground level’ means 69 metres above ordnance datum.

(11) The fenced compound area (excluding its accesses) for the extension to the Necton National Grid substation comprised in Work No. 10A must not exceed 135 metres by 150 metres in the event of scenario 1, or exceed 200 metres by 150 metres in the event of scenario 2.

(12) In the event of scenario 2:

- (a) construction works for the permanent replacement overhead pylons comprised in Work No. 11A must not commence until details of the same have been submitted to and approved by the relevant planning authority;
- (b) the permanent replacement overhead line pylon works comprised in Work No. 11A must be constructed in accordance with the details approved by the relevant planning authority;
- (c) the permanent replacement overhead line pylons comprised in Work No. 11A must not exceed a height of 55 metres above existing ground level, and for the purposes of this sub-paragraph ‘existing ground level’ means between 66 and 69 metres above ordnance datum in respect of the eastern pylon identified on work plan 41b of 42 with the letter ‘E’ and between 68 and 70 metres above ordnance datum in respect of the western pylon identified on work plan 41b of 42 with the letter ‘W’; and
- (d) the total footprint of each permanent replacement overhead line pylon comprised in Work No. 11A must not exceed 25 metres by 25 metres.



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(13) In the event of scenario 2, trenchless installation techniques must be used for the purposes of passing under—

- (a) the River Wensum (Work No. 7);
- (b) King’s Beck (Work No. 5);
- (c) Wendling Beck (Work No. 7);
- (d) River Bure (Work No. 6);
- (e) North Walsham and Dilham Canal (Work No. 5);
- (f) the Witton Hall Plantation along Old Hall Road (Work No. 5);
- (g) the Wendling Carr County Wildlife Site (Work No. 7);
- (h) Little Wood County Wildlife Site (Work No. 7);
- (i) land south of the Dillington Carr County Wildlife Site (Work No. 7);
- (j) Kerdiston proposed County Wildlife Site (Work No. 6);
- (k) Marriott’s Way County Wildlife Site/ Public Right of Way (Work No. 6);
- (l) Paston Way and Knapton Cutting County Wildlife Site (Work No. 5);
- (m) Norfolk Coast Path (Work No. 4C);
- (n) Norwich to Cromer railway line at north Walsham (Work No. 5);
- (o) Wymondham to North Elmham Railway line at Dereham (Work No. 7);
- (p) A47 Road (Work No. 7);
- (q) A140 Road (Work No. 6);
- (r) A149 Road (Work No. 5);
- (s) A1067 Road (Work No. 7); and
- (t) B1149 (Work No. 6).

(14) The number of underground cable ducts to be installed at the landfall must not exceed two.

(15) The footprint of temporary works areas must not exceed the following parameters:

<i>Temporary Work Area</i>	<i>Maximum footprint (m<sup>2</sup>)</i>
Mobilisation areas	10,000 m <sup>2</sup> for each mobilisation area
Trenchless crossing compounds (Scenario 2 only)	7,500m <sup>2</sup> at each drill entry site and 5,000m <sup>2</sup> at each drill exit site
Temporary landfall compounds at Work No. 4C (up to two)	3,000 m <sup>2</sup> for each compound
Temporary construction compound associated with Work No. 8A and 8B.	20,000 m <sup>2</sup>

**Commencement Information**

**I64** Sch. 1 Pt. 3 para. 16 in force at 1.1.2022, see [art. 1](#)

### Landfall method statement

17.—(1) Work Nos. 4A, 4B or 4C must not commence until a method statement for the construction of Work Nos. 4A, 4B and 4C has been submitted to and approved in writing by North Norfolk District Council in consultation with the relevant statutory nature conservation body.

(2) The method statement referred to in sub-paragraph (1) must include measures for long horizontal directional drilling below the coastal shore platform and cliff base at the landfall as well as measures for ongoing inspection of Work No. 4C and reporting of results to North Norfolk District Council during the operation of the authorised project.

(3) In the event that inspections indicate that as a result of the rate and extent of landfall erosion Work No. 4C could become exposed during the operation of the authorised project the undertaker must, as soon as practicable, submit proposals in writing for remedial measures to protect Work No. 4C, together with a timetable for their implementation, to North Norfolk District Council for their approval in consultation with the relevant statutory nature conservation body.

(4) The method statement and any proposals for remedial measures must be implemented as approved.

#### Commencement Information

**I65** Sch. 1 Pt. 3 para. 17 in force at 1.1.2022, see [art. 1](#)

### Provision of landscaping

18.—(1) No stage of the onshore transmission works may commence until for that stage a written landscaping management scheme and associated work programme (which accords with the outline landscape and ecological management strategy) has been submitted to and approved by the relevant planning authority in consultation with the relevant statutory nature conservation body.

(2) The landscaping management scheme must include details of proposed hard and soft landscaping works appropriate for the relevant stage, including—

- (a) location, number, species, size and planting density of any proposed planting, including any trees;
- (b) cultivation, importing of materials and other operations to ensure plant establishment;
- (c) hard surfacing materials;
- (d) details of existing trees to be removed, and details of existing trees and hedgerows to be retained with measures for their protection during the construction period;
- (e) retained historic landscape features and proposals for restoration, where relevant;
- (f) implementation timetables for all landscaping works;
- (g) proposed finished heights, form and gradient of earthworks;
- (h) maintenance of the landscaping;
- (i) sustainable drainage measures integrated into the details of hard and soft landscaping works at the onshore project substation (Work No. 8B); and
- (j) guidance on the use of materials and colours relating to the design of the onshore project substation (Work No. 8A).

(3) The landscaping management scheme must be implemented as approved.

**Commencement Information****I66** Sch. 1 Pt. 3 para. 18 in force at 1.1.2022, see [art. 1](#)**Implementation and maintenance of landscaping**

**19.—(1)** All landscaping works must be carried out in accordance with the landscaping management schemes approved under requirement 18 (provision of landscaping), and in accordance with the relevant recommendations of appropriate British Standards.

(2) Any tree, hedge, or shrub planted within the district of North Norfolk as part of an approved landscaping management scheme that, within a period of ten years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless a different species is otherwise approved by the relevant planning authority.

(3) Any tree, hedge or shrub planted as part of an approved landscaping management scheme with the intention of screening the onshore project substation (and/or the Norfolk Vanguard Onshore Project substation in the event of Scenario 1) that, within a period of twenty-five years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless a different species is otherwise approved by the relevant planning authority.

(4) Any other tree, hedge or shrub planted as part of an approved landscaping management scheme that, within a period of five years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless a different species is otherwise approved by the relevant planning authority.

**Commencement Information****I67** Sch. 1 Pt. 3 para. 19 in force at 1.1.2022, see [art. 1](#)**Code of construction practice**

**20.—(1)** No stage of the onshore transmission works may commence until for that stage a code of construction practice has been submitted to and approved by the relevant planning authority, in consultation with Norfolk County Council, the Environment Agency and the relevant statutory nature conservation body.

(2) The code of construction practice must accord with the outline code of construction practice and include details, as appropriate to the relevant stage, on—

- (a) relevant health, safety and environmental legislation and compliance;
- (b) local community liaison responsibilities;
- (c) artificial light emissions;
- (d) contaminated land and groundwater;
- (e) construction noise and vibration;
- (f) soil management;
- (g) construction method statements;
- (h) site and excavated waste management;

- (i) construction surface water and drainage;
- (j) materials management;
- (k) screening, fencing and site security;
- (l) air quality
- (m) invasive species management; and
- (n) proposals for managing public rights of way.

(3) The code of construction practice approved in relation to the relevant stage of the onshore transmission works must be followed in relation to that stage of the onshore transmission works.

(4) Pre-commencement screening, fencing and site security works must only take place in accordance with a specific plan for such pre-commencement works which must accord with the relevant details for screening, fencing and site security set out in the outline code of construction practice, and which has been submitted to and approved by the relevant planning authority.

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**Commencement Information**

**I68** Sch. 1 Pt. 3 para. 20 in force at 1.1.2022, see [art. 1](#)

**Traffic**

**21.**—(1) No stage of the onshore transmission works may commence until for that stage the following plans, as appropriate for the relevant stage, have for that stage been submitted to and approved by the relevant planning authority in consultation with the highway authority—

- (a) a traffic management plan which must be in accordance with the outline traffic management plan;
- (b) a travel plan which must be in accordance with the outline travel plan; and
- (c) an access management plan which must be in accordance with the outline access management plan.

(2) The plans approved under paragraph (1) must be implemented upon commencement of the relevant stage of the onshore transmission works.

(3) If any of the accesses identified in the outline access management plan are required for pre-commencement archaeological investigations, a specific plan for such accesses which must accord with the relevant details set out in the outline access management plan must be submitted to and approved by the relevant planning authority, in consultation with the highway authority, prior to the construction and use of such accesses. The accesses identified must be constructed and used in accordance with the details contained in the specific plan so approved.

(4) Following the making of the Hornsea Three Offshore Wind Farm Development Consent Order, and notwithstanding the requirement of sub-paragraph (a) of paragraph (1) above, the traffic management plan shall include, in respect of Link 34 as referred to in the Environmental Statement, revised details of a scheme of traffic mitigation, which shall be submitted to, and approved in writing by the relevant planning authority in consultation with the highway authority.

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**Commencement Information**

**I69** Sch. 1 Pt. 3 para. 21 in force at 1.1.2022, see [art. 1](#)

## Highway accesses

**22.**—(1) The access management plan submitted for approval under Requirement 21(1)(c) must include details of the siting, design, layout and any access management measures for any new, permanent or temporary means of access (including, where relevant, details of reinstatement measures) to a highway to be used by vehicular traffic, or any alteration to an existing means of access to a highway used by vehicular traffic.

(2) The highway accesses for each stage of the onshore transmission works must be constructed or altered and the works described in paragraph (1) above in relation to access management measures must be carried out, as the case may be, in accordance with the approved details before they are brought into use for the purposes of the authorised project.

### Commencement Information

**I70** Sch. 1 Pt. 3 para. 22 in force at 1.1.2022, see [art. 1](#)

## Archaeological written scheme of investigation

**23.**—(1) No stage of the onshore transmission works may commence until for that stage an archaeological written scheme of investigation (which accords with the outline written scheme of investigation (onshore)) has, after consultation with Norfolk County Council and Historic England, been submitted to and approved by the relevant planning authority.

(2) In the event that archaeological site investigation is required, the scheme must include details of the following—

- (a) an assessment of significance and research questions; and
- (b) the programme and methodology of site investigation and recording;
- (c) the programme for post investigation assessment;
- (d) provision to be made for analysis of the site investigation and recording;
- (e) provision to be made for publication and dissemination of the analysis and records of the site investigation;
- (f) provision to be made for archive deposition of the analysis and records of the site investigation; and
- (g) nomination of a competent person or persons/organisation to undertake the works set out within the written scheme of investigation.

(3) Any archaeological site investigation, archaeological works or watching brief must be carried out in accordance with the approved scheme.

(4) Pre-commencement surveys, site preparation works and archaeological investigations must only take place in accordance with a specific written scheme of investigation which is in accordance with the details set out in the outline written scheme of investigation (onshore), and which has been submitted to and approved by the relevant planning authority.

### Commencement Information

**I71** Sch. 1 Pt. 3 para. 23 in force at 1.1.2022, see [art. 1](#)

## Ecological management plan

24.—(1) No stage of the onshore transmission works may commence until for that stage a written ecological management plan (which accords with the outline landscape and ecological management strategy as appropriate for the relevant stage) has been submitted to and approved by the relevant planning authority in consultation with the relevant statutory nature conservation body. The ecological management plan must be informed by post consent ecological surveying of previously un-surveyed areas for the relevant stage.

(2) The ecological management plan must include an implementation timetable and must be carried out as approved.

(3) Pre-commencement site clearance works must only take place in accordance with a specific ecological management plan for site clearance works which is in accordance with the relevant details for site clearance works set out in the outline landscape and ecological management strategy, and which has been submitted to and approved by the relevant planning authority. The plan for site clearance works must be informed by post consent ecological surveying of previously un-surveyed areas for the relevant stage referred to in the plan.

(4) Construction works within 5km of the Broadland Special Protection Area and Ramsar site must be carried out in accordance with the mitigation relating to onshore ornithology contained in section 10.3.1 to 10.3.2 of the outline landscape and ecological management strategy, which must be incorporated into the ecological management plan.

### Commencement Information

I72 Sch. 1 Pt. 3 para. 24 in force at 1.1.2022, see [art. 1](#)

## Watercourse crossings

25.—(1) No stage of the onshore transmission works involving the crossing, diversion and subsequent reinstatement of any designated main river or ordinary watercourse may commence until a scheme and programme for any such crossing, diversion and reinstatement in that stage has been submitted to and, approved by the relevant planning authority in consultation with Norfolk County Council, the Environment Agency, relevant drainage authorities and the relevant statutory nature conservation body.

(2) The designated main river or ordinary watercourse must be crossed, diverted and subsequently reinstated in accordance with the approved scheme and programme.

(3) Unless otherwise permitted under paragraph (1), throughout the period of construction of the onshore transmission works, all ditches, watercourses, field drainage systems and culverts must be maintained such that the flow of water is not impaired or the drainage onto and from adjoining land is not rendered less effective.

### Commencement Information

I73 Sch. 1 Pt. 3 para. 25 in force at 1.1.2022, see [art. 1](#)

## Construction hours

26.—(1) Construction work for the onshore transmission works must only take place between 0700 hours and 1900 hours Monday to Friday, and 0700 hours to 1300 hours on Saturdays, with no activity on Sundays or bank holidays, except as specified in paragraphs (2) to (4).

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(2) Outside the hours specified in paragraph (1), construction work may be undertaken for essential activities including but not limited to—

- (a) continuous periods of operation that are required as assessed in the environmental statement, such as concrete pouring, drilling, and pulling cables (including fibre optic cables) through ducts;
- (b) delivery to the onshore transmission works of abnormal loads that may otherwise cause congestion on the local road network;
- (c) works required that may necessitate the temporary closure of roads;
- (d) onshore transmission works requiring trenchless installation techniques;
- (e) onshore transmission works at the landfall;
- (f) commissioning or outage works associated with the extension to the Necton National Grid substation comprised within Work No. 10A;
- (g) commissioning or outage works associated with the overhead line modification works comprised within Work No. 11A and Work No. 11B;
- (h) electrical installation; and
- (i) emergency works.

(3) Outside the hours specified in paragraph (1), construction work may be undertaken for non-intrusive activities including but not limited to—

- (a) fitting out works within the onshore project substation buildings comprised within Work No. 8A; and
- (b) daily start up or shut down.

(4) Save for emergency works, full details, including but not limited to type of activity, vehicle movements and type, timing and duration and any proposed mitigation, of all essential construction activities under paragraph (2) and undertaken outside of the hours specified in paragraph (1) must be agreed with the relevant planning authority in writing in advance, and must be carried out within the agreed time.

(5) No crushing or screening works must take place at any time on any of the mobilisation areas, without the prior written consent of the relevant planning authority.

#### Commencement Information

**I74** Sch. 1 Pt. 3 para. 26 in force at 1.1.2022, see [art. 1](#)

#### Control of noise during operational phase and during maintenance

**27.**—(1) The noise rating level for the use of Work No. 8A and during maintenance must not exceed 35dB  $L_{Aeq(5 \text{ minutes})}$  at any time at a free field location immediately adjacent to any noise sensitive location.

(2) The noise rating level for the use of Work No. 8A and during maintenance must not exceed 32 dB  $L_{Leq(15 \text{ minutes})}$  in the 100Hz third octave band at any time at a free field location immediately adjacent to any noise sensitive location.

(3) Work No. 8A must not commence operation until a scheme for monitoring compliance with the noise rating levels set out in paragraphs (1) and (2) above has been submitted to and approved by the relevant planning authority. The scheme must include identification of suitable monitoring locations (and alternative surrogate locations if appropriate) and times when the monitoring is to take place to demonstrate that the noise levels have been achieved after both initial commencement of operations and six months after Work No. 8A is at full operational capacity. Such measurements



must be submitted to the relevant planning authority no later than 28 days following completion to confirm the rating level of operational noise emissions do not exceed the levels specified in subparagraphs (1) and (2), including details of any remedial works and a programme of implementation should the emissions exceed the stated levels.

(4) The monitoring scheme must be implemented as approved.

**Commencement Information**

**I75** Sch. 1 Pt. 3 para. 27 in force at 1.1.2022, see [art. 1](#)

**European protected species onshore**

**28.**—(1) No stage of the onshore transmission works may commence until final pre-construction survey work has been carried out to establish whether a European protected species is present on any of the land affected, or likely to be affected, by that stage of the onshore transmission works or in any of the trees to be lopped or felled as part of that stage of the onshore transmission works.

(2) Where a European protected species is shown to be present, the relevant part(s) of the onshore transmission works must not begin until, after consultation with the relevant statutory nature conservation body and the relevant planning authority, a scheme of protection and mitigation measures has been submitted to and approved by the relevant planning authority. The onshore transmission works must be carried out in accordance with the approved scheme.

(3) “European protected species” has the same meaning as in regulations 42 and 46 of the Conservation of Habitats and Species Regulations 2017<sup>(44)</sup>.

**Commencement Information**

**I76** Sch. 1 Pt. 3 para. 28 in force at 1.1.2022, see [art. 1](#)

**Onshore decommissioning**

**29.**—(1) Within six months of the permanent cessation of commercial operation of the onshore transmission works an onshore decommissioning plan must be submitted to the relevant planning authority for approval.

(2) The onshore decommissioning plan must be implemented as approved.

(3) The undertaker must notify the relevant planning authority in writing of the permanent cessation of commercial operation of the onshore transmission works within 28 days of such permanent cessation.

**Commencement Information**

**I77** Sch. 1 Pt. 3 para. 29 in force at 1.1.2022, see [art. 1](#)

**Requirement for written approval**

**30.** Where under any of the above requirements the approval or agreement of the Secretary of State, the relevant planning authority or any other relevant discharging authority is required, that approval or agreement must be given in writing.

<sup>(44)</sup> [S.I. 2017/1012](#).



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

**Commencement Information**

**I78** Sch. 1 Pt. 3 para. 30 in force at 1.1.2022, see [art. 1](#)

**Amendments to approved details**

**31.**—(1) With respect to any requirement which requires the authorised project to be carried out in accordance with the details approved by the relevant planning authority<sup>F8</sup> ... or any other relevant discharging authority, the approved details must be carried out as approved unless an amendment or variation is previously agreed in writing by the relevant planning authority or any other relevant discharging authority in accordance with paragraph (2).

(2) Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to changes where it has been demonstrated to the satisfaction of the relevant planning authority or that other relevant discharging authority that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(3) The approved details must be taken to include any amendments that may subsequently be approved in writing by the relevant planning authority or that other relevant discharging authority.

**F8** Word in [Sch. 1 Pt. 3 para. 31\(1\)](#) omitted (12.8.2022) by virtue of [The Norfolk Boreas Offshore Wind Farm \(Corrections\) Order 2022 \(S.I. 2022/901\)](#), art. 1(2), [Sch.](#)

**Commencement Information**

**I79** Sch. 1 Pt. 3 para. 31 in force at 1.1.2022, see [art. 1](#)

**Operational drainage plan**

**32.**—(1) Each of Work Nos. 8A, 8B, 10A, 10B and 10C must not commence until a written plan for drainage during operation of the relevant work, has been submitted to and approved by the relevant planning authority, following consultation with Norfolk County Council and the Environment Agency.

(2) The operational drainage plan must accord with the principles for the relevant work set out in the outline operational drainage plan, and must include a timetable for implementation.

(3) The operational drainage plan must be implemented as approved.

**Commencement Information**

**I80** Sch. 1 Pt. 3 para. 32 in force at 1.1.2022, see [art. 1](#)

**Skills and employment strategy**

**33.**—(1) No stage of the onshore transmission works may commence until a skills and employment strategy (which accords with the outline skills and employment strategy) has been submitted to and approved in writing by Norfolk County Council.

(2) Prior to submission of the skills and employment strategy for approval in accordance with paragraph (1), the undertaker must consult North Norfolk District Council, Broadland District Council, Breckland District Council, Norfolk County Council and the New Anglia Local Enterprise Partnership on the content of the strategy.

- (3) The skills and employment strategy must be implemented as approved.

**Commencement Information**

**I81** Sch. 1 Pt. 3 para. 33 in force at 1.1.2022, see [art. 1](#)

**Cromer Primary Surveillance Radar**

**34.**—(1) No erection of any wind turbine generator forming part of the authorised development may commence until the Secretary of State having consulted with NATS has confirmed satisfaction in writing that appropriate mitigation will be implemented and maintained for the lifetime of the authorised development and that arrangements have been put in place with NATS to ensure that the approved mitigation is implemented and in operation prior to erection of the wind turbine generators.

(2) The undertaker must thereafter comply with all other obligations contained within the approved mitigation for the lifetime of the authorised development.

- (3) For the purposes of this requirement—

“appropriate mitigation” means measures to prevent or remove any adverse effects which the operation of the authorised development will have on NATS’ ability to provide safe and efficient air traffic (surveillance and control) services/operations during the lifetime of the authorised development in respect of which all necessary stakeholder consultation has been completed by NATS and all necessary approvals and regulatory consents have been obtained;

“approved mitigation” means the detailed Primary Surveillance Radar Mitigation Scheme setting out the appropriate mitigation approved by the Secretary of State and confirmed in writing in accordance with paragraph (1);

“NATS” means NATS (En-Route) Plc or any successor body; and

“lifetime of the authorised development” means the period ending when the wind turbine generators are finally decommissioned and removed.

**Commencement Information**

**I82** Sch. 1 Pt. 3 para. 34 in force at 1.1.2022, see [art. 1](#)

**Reuse of temporary works in the event of scenario 1**

**35.**—(1) In the event that any temporary works which have been constructed pursuant to any development consent order that may be made by the Secretary of State in relation to the Norfolk Vanguard Offshore Wind Farm are proposed to be reused by the undertaker in connection with the authorised project, such reuse may not commence until a scheme which accords with paragraph (2) has been submitted to and approved by the relevant planning authority.

(2) The scheme to be submitted for approval under paragraph (1) must include details of the temporary works to be reused and a timetable for their reuse;

- (3) The scheme must be implemented as approved.

**Commencement Information**

**I83** Sch. 1 Pt. 3 para. 35 in force at 1.1.2022, see [art. 1](#)

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

**Base port(s) travel plans**

36.—(1) No stage of the offshore works may commence until a travel plan for the onshore port-related traffic to and from the selected base port(s) relating to the construction of the offshore works, has been submitted to and approved in writing by the relevant planning authority in consultation with the relevant highway authority. The travel plan must be implemented as approved at all times specified within the travel plan during the construction of the offshore works.

(2) For the purposes of this Requirement— “selected base port” means the port situated in England used by management personnel for construction of the offshore works; and “relevant planning authority” and “relevant highway authority” mean the planning or highway authority or authorities in whose area the selected base port is located.

**Commencement Information**  
**184** Sch. 1 Pt. 3 para. 36 in force at 1.1.2022, see [art. 1](#)

SCHEDULE 2

Article 9

Streets subject to Street Works

PART 1

Scenario 1

**Commencement Information**  
**185** Sch. 2 Pt. 1 in force at 1.1.2022, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	Private track between reference points 1a and 1b on the works plan
District of North Norfolk	WHIMPWELL STREET between reference points 2a and 2b on the works plan
District of North Norfolk	Private track between reference points 2c and 2d on the works plan
District of North Norfolk	GRUB STREET between reference points 2e and 2f on the works plan
District of North Norfolk	GRUB STREET between reference points 2g and 2h on the works plan
District of North Norfolk	WALCOTT GREEN between reference points 3a and 3b on the works plan
District of North Norfolk	STALHAM ROAD (B1159) between reference points 3c and 3d on the works plan

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	NORTH WALSHAM ROAD between reference points 3e and 3f on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 4a and 4b on the works plan
District of North Norfolk	THE STREET between reference points 4c and 4d on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 5a and 5b on the works plan
District of North Norfolk	HOOLEHOUSE ROAD between reference points 5c and 5d on the works plan
District of North Norfolk	CROSSWAYS LANE between reference points 5e and 5f on the works plan
District of North Norfolk	BACTON ROAD between reference points 6a and 6b on the works plan
District of North Norfolk	THATCHED COTTAGE ROAD between reference points 6c and 6d on the works plan
District of North Norfolk	THATCHED COTTAGE ROAD between reference points 6e and 6f on the works plan
District of North Norfolk	OLD HALL ROAD between reference points 6g and 6h on the works plan
District of North Norfolk	BACTON ROAD between reference points 7a and 7b on the works plan
District of North Norfolk	PASTON ROAD between reference points 7c and 7d on the works plan
District of North Norfolk	HALL LANE between reference points 8a and 8b on the works plan
District of North Norfolk	HALL LANE between reference points 8c and 8d on the works plan
District of North Norfolk	LITTLE LONDON ROAD between reference points 8e and 8f on the works plan
District of North Norfolk	B1145 between reference points 8g and 8h on the works plan
District of North Norfolk	BRADFIELD ROAD between reference points 9a and 9b on the works plan
District of North Norfolk	Private track between reference points 9c and 9d on the works plan
District of North Norfolk	LYNGATE ROAD between reference points 9e and 9f on the works plan
District of North Norfolk	CROMER ROAD (A149) between reference points 10a and 10b on the works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	CROMER ROAD (A149) between reference points 10c and 10d on the works plan
District of North Norfolk	Private track between reference points 10e and 10f on the works plan
District of North Norfolk	CROMER ROAD (A149) between reference points 10g and 10h on the works plan
District of North Norfolk	CROMER ROAD (A149) between reference points 10i and 10j on the works plan
District of North Norfolk	BRICK KILN LANE between reference points 11a and 11b on the works plan
District of North Norfolk	Private track between reference points 11c and 11d on the works plan
District of North Norfolk	RECTORY ROAD between reference points 12a and 12b on the works plan
District of North Norfolk	FELMINGHAM ROAD between reference points 12c and 12d on the works plan
District of North Norfolk	Private track between reference points 13a and 13b on the works plan
District of North Norfolk	CHURCH ROAD between reference points 13c and 13d on the works plan
District of North Norfolk	CHURCH ROAD between reference points 13e and 13f on the works plan
District of North Norfolk	Private track between reference points 13g and 13h on the works plan
District of North Norfolk	Private track between reference points 13i and 13j on the works plan
District of North Norfolk	BANNINGHAM ROAD between reference points 14a and 14b on the works plan
District of Broadland	CHURCH LANE between reference points 14c and 14d on the works plan
District of Broadland	A140 between reference points 14e and 14f on the works plan
District of Broadland	DRABBLEGATE between reference points 14g and 14h on the works plan
District of Broadland	CROMER ROAD between reference points 15a and 15b on the works plan
District of Broadland	INGWORTH ROAD between reference points 16a and 16b on the works plan
District of Broadland	BLICKLING ROAD between reference points 16c and 16d on the works plan

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Broadland	BLICKLING ROAD between reference points 16e and 16f on the works plan
District of Broadland	SILVERGATE LANE between reference points 16g and 16h on the works plan
District of Broadland	AYLSHAM ROAD between reference points 17a and 17b on the works plan
District of Broadland	HEYDON ROAD between reference points 18a and 18b on the works plan
District of Broadland	HEYDON ROAD between reference points 18c and 18d on the works plan
District of Broadland	OULTON STREET between reference points 19a and 19b on the works plan
District of Broadland	HOLT ROAD (B1149) between reference points 19c and 19d on the works plan
District of Broadland	OULTON STREET between reference points 20a and 20b on the works plan
District of Broadland	SOUTHGATE LANE between reference points 20c and 20d on the works plan
District of Broadland	HEYDON ROAD between reference points 20e and 20f on the works plan
District of Broadland	Private track between reference points 21a and 21b on the works plan
District of Broadland	CAWSTON ROAD (B1145) between reference points 21c and 21d on the works plan
District of Broadland	CAWSTON ROAD (B1145) between reference points 21e and 21f on the works plan
District of Broadland	Private track between reference points 21g and 21h on the works plan
District of Broadland	CAWSTON ROAD (B1145) between reference points 22a and 22b on the works plan
District of Broadland	WOOD DALLING ROAD between reference points 22c and 22d on the works plan
District of Broadland	WOOD DALLING ROAD between reference points 22e and 22f on the works plan
District of Broadland	Private track between reference points 22g and 22h on the works plan
District of Broadland	KERDISTON ROAD between reference points 23a and 23b on the works plan
District of Broadland	Private track between reference points 23c and 23d on the works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Broadland	DEREHAM ROAD (B1145) between reference points 24a and 24b on the works plan
District of Broadland	DEREHAM ROAD (B1145) between reference points 24c and 24d on the works plan
District of Broadland	DEREHAM ROAD (B1145) between reference points 24e and 24f on the works plan
District of Broadland	Private track between reference points 24g and 24h on the works plan
District of Broadland	DEREHAM ROAD between reference points 24i and 24j on the works plan
District of Broadland	Private track between reference points 24k and 24l on the works plan
District of Broadland	NOWHERE LANE between reference points 24m and 24n on the works plan
District of Broadland	JORDAN LANE between reference points 25a and 25b on the works plan
District of Breckland	Private track between reference points 26a and 26b on the works plan
District of Breckland	Private track between reference points 26c and 26d on the works plan
District of Breckland	Private track between reference points 26e and 26f on the works plan
District of Breckland	WELL LANE between reference points 27a and 27b on the works plan
District of Breckland	FAKENHAM ROAD between reference points 27c and 27d on the works plan
District of Breckland	LIME KILN ROAD between reference points 27e and 27f on the works plan
District of Breckland	Private track between reference points 27g and 27h on the works plan
District of Breckland	LIME KILN ROAD between reference points 27i and 27j on the works plan
District of Breckland	Private track between reference points 28a and 28b on the works plan
District of Breckland	MILL STREET between reference points 28c and 28d on the works plan
District of Breckland	BYLAUGH ROAD between reference points 28e and 28f on the works plan
District of Breckland	Private track between reference points 28g and 28h on the works plan

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Breckland	ELSING ROAD between reference points 29a and 29b on the works plan
District of Breckland	SWANTON ROAD between reference points 29c and 29d on the works plan
District of Breckland	WOODGATE ROAD between reference points 30a and 30b on the works plan
District of Breckland	FROG'S HALL LANE between reference points 30c and 30d on the works plan
District of Breckland	Private track between reference points 30e and 30f on the works plan
District of Breckland	NORWICH ROAD between reference points 31a and 31b on the works plan
District of Breckland	MOWLES ROAD between reference points 31c and 31d on the works plan
District of Breckland	TUDDENHAM ROAD between reference points 31e and 31f on the works plan
District of Breckland	SWANTON ROAD between reference points 31g and 31h on the works plan
District of Breckland	Dirty Lane between reference points 32a and 32b on the works plan
District of Breckland	HALL ROAD between reference points 32c and 32d on the works plan
District of Breckland	HALL ROAD between reference points 32e and 32f on the works plan
District of Breckland	NORTHALL GREEN between reference points 33a and 33b on the works plan
District of Breckland	HALL ROAD between reference points 33c and 33d on the works plan
District of Breckland	BEETLEY ROAD between reference points 33e and 33f on the works plan
District of Breckland	HOLT ROAD (B1146) between reference points 34a and 34b on the works plan
District of Breckland	HOLT ROAD (B1146) between reference points 34c and 34d on the works plan
District of Breckland	Private track between reference points 34e and 34f on the works plan
District of Breckland	MILL LANE between reference points 34g and 34h on the works plan
District of Breckland	GRESSENHALL ROAD between reference points 35a and 35b on the works plan



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Breckland	CHURCH LANE between reference points 35c and 35d on the works plan
District of Breckland	CHURCH LANE between reference points 35e and 35f on the works plan
District of Breckland	LONGHAM ROAD between reference points 36a and 36b on the works plan
District of Breckland	A47 between reference points 37a and 37b on the works plan
District of Breckland	DALE ROAD between reference points 37c and 37d on the works plan
District of Breckland	DALE ROAD between reference points 37e and 37f on the works plan
District of Breckland	DEREHAM ROAD between reference points 37g and 37h on the works plan
District of Breckland	DEREHAM ROAD between reference points 37i and 37j on the works plan
District of Breckland	BRADENHAM LANE between reference points 38a and 38b on the works plan
District of Breckland	Private track between reference points 38c and 38d on the works plan
District of Breckland	BRADENHAM LANE between reference points 38e and 38f on the works plan
District of Breckland	HULVER STREET between reference points 38g and 38h on the works plan
District of Breckland	HAGGARDS WAY between reference points 39a and 39b on the works plan
District of Breckland	Smugglers Lane between reference points 39c and 39d on the works plan
District of Breckland	Private track between reference points 39e and 39f on the works plan
District of Breckland	Goggles Lane between reference points 40a and 40b on the works plan
District of Breckland	Private track between reference points 40c and 40d on the works plan
District of Breckland	Private track between reference points 41a and 41b on the works plan
District of Breckland	Private track between reference points 41o and 41q on the works plan
District of Breckland	Private track between reference points 41r and 41s on the works plan

## PART 2

## Scenario 2

**Commencement Information****186** Sch. 2 Pt. 2 in force at 1.1.2022, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	Private track between reference points 1a and 1b on the works plan
District of North Norfolk	WHIMPWELL STREET between reference points 2a and 2b on the works plan
District of North Norfolk	Private track between reference points 2c and 2d on the works plan
District of North Norfolk	GRUB STREET between reference points 2e and 2f on the works plan
District of North Norfolk	GRUB STREET between reference points 2g and 2h on the works plan
District of North Norfolk	WALCOTT GREEN between reference points 3a and 3b on the works plan
District of North Norfolk	STALHAM ROAD (B1159) between reference points 3c and 3d on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 3e and 3f on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 4a and 4b on the works plan
District of North Norfolk	THE STREET between reference points 4c and 4d on the works plan
District of North Norfolk	NORTH WALSHAM ROAD between reference points 5a and 5b on the works plan
District of North Norfolk	HOOLEHOUSE ROAD between reference points 5c and 5d on the works plan
District of North Norfolk	CROSSWAYS LANE between reference points 5e and 5f on the works plan
District of North Norfolk	BACTON ROAD between reference points 6a and 6b on the works plan
District of North Norfolk	THATCHED COTTAGE ROAD between reference points 6c and 6d on the works plan
District of North Norfolk	THATCHED COTTAGE ROAD between reference points 6e and 6f on the works plan
District of North Norfolk	OLD HALL ROAD between reference points 6g and 6h on the works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	BACTON ROAD between reference points 7a and 7b on the works plan
District of North Norfolk	PASTON ROAD between reference points 7c and 7d on the works plan
District of North Norfolk	HALL LANE between reference points 8a and 8b on the works plan
District of North Norfolk	HALL LANE between reference points 8c and 8d on the works plan
District of North Norfolk	LITTLE LONDON ROAD between reference points 8e and 8f on the works plan
District of North Norfolk	B1145 between reference points 8g and 8h on the works plan
District of North Norfolk	BRADFIELD ROAD between reference points 9a and 9b on the works plan
District of North Norfolk	Private track between reference points 9c and 9d on the works plan
District of North Norfolk	LYNGATE ROAD between reference points 9e and 9f on the works plan
District of North Norfolk	CROMER ROAD (A149) between reference points 10a and 10b on the works plan
District of North Norfolk	CROMER ROAD (A149) between reference points 10c and 10d on the works plan
District of North Norfolk	Private track between reference points 10e and 10f on the works plan
District of North Norfolk	CROMER ROAD (A149) between reference points 10g and 10h on the works plan
District of North Norfolk	CROMER ROAD (A149) between reference points 10i and 10j on the works plan
District of North Norfolk	BRICK KILN LANE between reference points 11a and 11b on the works plan
District of North Norfolk	Private track between reference points 11c and 11d on the works plan
District of North Norfolk	RECTORY ROAD between reference points 12a and 12b on the works plan
District of North Norfolk	FELMINGHAM ROAD between reference points 12c and 12d on the works plan
District of North Norfolk	Private track between reference points 13a and 13b on the works plan
District of North Norfolk	CHURCH ROAD between reference points 13c and 13d on the works plan

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	CHURCH ROAD between reference points 13e and 13f on the works plan
District of North Norfolk	Private track between reference points 13g and 13h on the works plan
District of North Norfolk	Private track between reference points 13i and 13j on the works plan
District of North Norfolk	BANNINGHAM ROAD between reference points 14a and 14b on the works plan
District of Broadland	CHURCH LANE between reference points 14c and 14d on the works plan
District of Broadland	A140 between reference points 14e and 14f on the works plan
District of Broadland	DRABBLEGATE between reference points 14g and 14h on the works plan
District of Broadland	CROMER ROAD between reference points 15a and 15b on the works plan
District of Broadland	INGWORTH ROAD between reference points 16a and 16b on the works plan
District of Broadland	BLICKLING ROAD between reference points 16c and 16d on the works plan
District of Broadland	BLICKLING ROAD between reference points 16e and 16f on the works plan
District of Broadland	SILVERGATE LANE between reference points 16g and 16h on the works plan
District of Broadland	AYLSHAM ROAD between reference points 17a and 17b on the works plan
District of Broadland	HEYDON ROAD between reference points 18a and 18b on the works plan
District of Broadland	HEYDON ROAD between reference points 18c and 18d on the works plan
District of Broadland	OULTON STREET between reference points 19a and 19b on the works plan
District of Broadland	HOLT ROAD (B1149) between reference points 19c and 19d on the works plan
District of Broadland	OULTON STREET between reference points 20a and 20b on the works plan
District of Broadland	SOUTHGATE LANE between reference points 20c and 20d on the works plan
District of Broadland	HEYDON ROAD between reference points 20e and 20f on the works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Broadland	Private track between reference points 21a and 21b on the works plan
District of Broadland	CAWSTON ROAD (B1145) between reference points 21c and 21d on the works plan
District of Broadland	CAWSTON ROAD (B1145) between reference points 21e and 21f on the works plan
District of Broadland	Private track between reference points 21g and 21h on the works plan
District of Broadland	CAWSTON ROAD (B1145) between reference points 22a and 22b on the works plan
District of Broadland	WOOD DALLING ROAD between reference points 22c and 22d on the works plan
District of Broadland	WOOD DALLING ROAD between reference points 22e and 22f on the works plan
District of Broadland	Private track between reference points 22g and 22h on the works plan
District of Broadland	KERDISTON ROAD between reference points 23a and 23b on the works plan
District of Broadland	Private track between reference points 23c and 23d on the works plan
District of Broadland	DEREHAM ROAD (B1145) between reference points 24a and 24b on the works plan
District of Broadland	DEREHAM ROAD (B1145) between reference points 24c and 24d on the works plan
District of Broadland	DEREHAM ROAD (B1145) between reference points 24e and 24f on the works plan
District of Broadland	Private track between reference points 24g and 24h on the works plan
District of Broadland	DEREHAM ROAD between reference points 24i and 24j on the works plan
District of Broadland	Private track between reference points 24k and 24l on the works plan
District of Broadland	NOWHERE LANE between reference points 24m and 24n on the works plan
District of Broadland	JORDAN LANE between reference points 25a and 25b on the works plan
District of Breckland	Private track between reference points 26a and 26b on the works plan
District of Breckland	Private track between reference points 26c and 26d on the works plan

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Breckland	Private track between reference points 26e and 26f on the works plan
District of Breckland	WELL LANE between reference points 27a and 27b on the works plan
District of Breckland	FAKENHAM ROAD between reference points 27c and 27d on the works plan
District of Breckland	LIME KILN ROAD between reference points 27e and 27f on the works plan
District of Breckland	Private track between reference points 27g and 27h on the works plan
District of Breckland	LIME KILN ROAD between reference points 27i and 27j on the works plan
District of Breckland	Private track between reference points 28a and 28b on the works plan
District of Breckland	MILL STREET between reference points 28c and 28d on the works plan
District of Breckland	BYLAUGH ROAD between reference points 28e and 28f on the works plan
District of Breckland	Private track between reference points 28g and 28h on the works plan
District of Breckland	ELSING ROAD between reference points 29a and 29b on the works plan
District of Breckland	SWANTON ROAD between reference points 29c and 29d on the works plan
District of Breckland	WOODGATE ROAD between reference points 30a and 30b on the works plan
District of Breckland	FROG'S HALL LANE between reference points 30c and 30d on the works plan
District of Breckland	Private track between reference points 30e and 30f on the works plan
District of Breckland	NORWICH ROAD between reference points 31a and 31b on the works plan
District of Breckland	MOWLES ROAD between reference points 31c and 31d on the works plan
District of Breckland	TUDDENHAM ROAD between reference points 31e and 31f on the works plan
District of Breckland	SWANTON ROAD between reference points 31g and 31h on the works plan
District of Breckland	Dirty Lane between reference points 32a and 32b on the works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Breckland	HALL ROAD between reference points 32c and 32d on the works plan
District of Breckland	HALL ROAD between reference points 32e and 32f on the works plan
District of Breckland	NORTHALL GREEN between reference points 33a and 33b on the works plan
District of Breckland	HALL ROAD between reference points 33c and 33d on the works plan
District of Breckland	BEETLEY ROAD between reference points 33e and 33f on the works plan
District of Breckland	HOLT ROAD (B1146) between reference points 34a and 34b on the works plan
District of Breckland	HOLT ROAD (B1146) between reference points 34c and 34d on the works plan
District of Breckland	Private track between reference points 34e and 34f on the works plan
District of Breckland	MILL LANE between reference points 34g and 34h on the works plan
District of Breckland	GRESSENHALL ROAD between reference points 35a and 35b on the works plan
District of Breckland	CHURCH LANE between reference points 35c and 35d on the works plan
District of Breckland	CHURCH LANE between reference points 35e and 35f on the works plan
District of Breckland	LONGHAM ROAD between reference points 36a and 36b on the works plan
District of Breckland	A47 between reference points 37a and 37b on the works plan
District of Breckland	DALE ROAD between reference points 37c and 37d on the works plan
District of Breckland	DALE ROAD between reference points 37e and 37f on the works plan
District of Breckland	DEREHAM ROAD between reference points 37g and 37h on the works plan
District of Breckland	DEREHAM ROAD between reference points 37i and 37j on the works plan
District of Breckland	BRADENHAM LANE between reference points 38a and 38b on the works plan
District of Breckland	Private track between reference points 38c and 38d on the works plan

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Breckland	BRADENHAM LANE between reference points 38e and 38f on the works plan
District of Breckland	HULVER STREET between reference points 38g and 38h on the works plan
District of Breckland	HAGGARDS WAY between reference points 39a and 39b on the works plan
District of Breckland	Smugglers Lane between reference points 39c and 39d on the works plan
District of Breckland	Private track between reference points 39k and 39l on the works plan
District of Breckland	Goggles Lane between reference points 40a and 40b on the works plan
District of Breckland	Private track between reference points 40e and 40f on the works plan
District of Breckland	Private track between reference points 41a and 41b on the works plan
District of Breckland	Private track between reference points 41c and 41d on the works plan
District of Breckland	Private track between reference points 41e and 41f on the works plan
District of Breckland	Private track between reference points 41g and 41h on the works plan
District of Breckland	A47 between reference points 41i and 41j on the works plan
District of Breckland	A47 between reference points 41k and 41l on the works plan
District of Breckland	Private track between reference points 41m and 41n on the works plan
District of Breckland	Private track between reference points 41o and 41p on the works plan
District of Breckland	A47 between reference points 42a and 42b on the works plan



## SCHEDULE 3

Article 10

## Public Rights of Way to be temporarily stopped up

## PART 1

## Scenario 1

**Commencement Information****187** Sch. 3 Pt. 1 in force at 1.1.2022, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
District of North Norfolk	Restricted byway reference 1 Happisburgh RB22	Approximately 10 metres of Restricted byway reference 1 Happisburgh RB22 shown in purple between points 1a and 1b on Sheet 1 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 2 Happisburgh FP7	Approximately 50 metres of footpath reference 2 Happisburgh FP7 shown in orange between points 3a and 3b on Sheet 3 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 3 Witton FP3	Approximately 40 metres of footpath reference 3 Witton FP3 shown in orange between points 4a and 4b on Sheet 4 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 4 Witton FP4	Approximately 50 metres of footpath reference 4 Witton FP4 shown in orange between points 4d and 4e on Sheet 4 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 5 Witton FP7	Approximately 50 metres of footpath reference 5 Witton FP7 shown in orange between points 5a and 5b on Sheet 5 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 6 Witton FP8	Approximately 60 metres of footpath reference 6 Witton FP8

(1) Area	(2) Public rights of way to be temporarily stopped up	(3) Extent of temporary stopping up
		shown in orange between points 5c and 5d on Sheet 5 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 7 Paston FP4	Approximately 180 metres of footpath reference 7 Paston FP4 shown in orange between points 7a and 7b on Sheet 7 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 8 Knapton FP10	Approximately 60 metres of footpath reference 8 Knapton FP10 shown in orange between points 8a and 8b on Sheet 8 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 9 North Walsham FP4	Approximately 50 metres of footpath reference 9 North Walsham FP4 shown in orange between points 10a and 10b on Sheet 10 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Bridleway reference 10 Felmingham BR12	Approximately 60 metres of bridleway reference 10 Felmingham BR12 shown in green between points 10e and 10f on Sheet 10 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 11 Suffield FP1	Approximately 50 metres of footpath reference 11 Suffield FP1 shown in orange between points 11a and 11b on Sheet 11 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 12 Suffield FP3	Approximately 50 metres of footpath reference 12 Suffield FP3 shown in orange between points 12a and 12b on Sheet 12 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 13 Colby FP2	Approximately 40 metres of footpath reference 13 Colby FP2 shown in orange between points 13a and 13b on Sheet 13

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
District of North Norfolk	Footpath reference 14 Colby FP2	of the public rights of way to be temporarily stopped up plan Approximately 10 metres of footpath reference 14 Colby FP2 shown in orange between points 13d and 13e on Sheet 13 of the public rights of way to be temporarily stopped up plan
District of Broadland	Bridleway reference 15 Aylsham BR30	Approximately 50 metres of bridleway reference 15 Aylsham BR30 shown in green between points 14a and 14b on Sheet 14 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 16 Blickling FP11	Approximately 90 metres of footpath reference 16 Blickling FP11 shown in orange between points 15a and 15b on Sheet 15 of the public rights of way to be temporarily stopped up plan
District of Broadland	Bridleway reference 17 Blickling BR12	Approximately 10 metres of bridleway reference 17 Blickling BR12 shown in green between points 16a and 16b on Sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 18 Blickling FP14	Approximately 80 metres of footpath reference 18 Blickling FP14 shown in orange between points 16c and 16d on Sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Long distance trail reference 19 Weavers Way	Approximately 80 metres of long distance trail reference 19 Weavers Way shown in brown between points 16e and 16f on Sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 20 Reepham FP18	Approximately 50 metres of footpath reference 20 Reepham FP18 shown in orange between points 21a and 21b on Sheet 21 of the public rights of way to be temporarily stopped up plan

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
District of Broadland	Footpath reference 21 Reepham FP18	Approximately 10 metres of footpath reference 21 Reepham FP18 shown in orange between points 21c and 21d on Sheet 21 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 22 Reepham FP34	Approximately 360 metres of footpath reference 22 Reepham FP34 shown in orange between points 22a and 22b on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 23 Salle FP8	Approximately 50 metres of footpath reference 23 Salle FP8 shown in orange between points 22c and 22d on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 24 Reepham FP11	Approximately 10 metres of footpath reference 24 Reepham FP11 shown in orange between points 22e and 22f on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 25 Reepham FP8	Approximately 50 metres of footpath reference 25 Reepham FP8 shown in orange between points 22g and 22h on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 26 Reepham FP8	Approximately 10 metres of footpath reference 26 Reepham FP8 shown in orange between points 22i and 22j on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Breckland	Long distance trail reference 27 Wensum Way	Approximately 940 metres of long distance trail reference 27 Wensum Way shown in brown between points 29a and 29b on Sheet 29 of the public rights of way to be temporarily stopped up plan
District of Breckland	Long distance trail reference 28 Wensum Way	Approximately 50 metres of long distance trail reference 28 Wensum Way shown in brown between points 29c and 29d on

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
		Sheet 29 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 29 Dereham FP9	Approximately 60 metres of footpath reference 29 Dereham FP9 shown in orange between points 32a and 32b on Sheet 32 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 30 Hoe FP6	Approximately 570 metres of footpath reference 30 Hoe FP6 shown in orange between points 34a and 34b on Sheet 34 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 31 Dereham FP20	Approximately 280 metres of footpath reference 31 Dereham FP20 shown in orange between points 34c and 34d on Sheet 34 of the public rights of way to be temporarily stopped up plan

## PART 2

### Scenario 2

#### Commencement Information

**I88** Sch. 3 Pt. 2 in force at 1.1.2022, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
District of North Norfolk	Restricted byway reference 1 Happisburgh RB22	Approximately 10 metres of Restricted byway reference 1 Happisburgh RB22 shown in purple between points 1a and 1b on Sheet 1 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 2 Happisburgh FP7	Approximately 50 metres of footpath reference 2 Happisburgh FP7 shown in orange between points 3a and 3b on Sheet 3 of the public rights of way to be temporarily stopped up plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
District of North Norfolk	Footpath reference 3 Witton FP3	Approximately 170 metres of footpath reference 3 Witton FP3 shown in orange between points 4a and 4c on Sheet 4 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 4 Witton FP4	Approximately 50 metres of footpath reference 4 Witton FP4 shown in orange between points 4d and 4e on Sheet 4 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 5 Witton FP7	Approximately 50 metres of footpath reference 5 Witton FP7 shown in orange between points 5a and 5b on Sheet 5 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 6 Witton FP8	Approximately 60 metres of footpath reference 6 Witton FP8 shown in orange between points 5c and 5d on Sheet 5 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 7 Paston FP4	Approximately 180 metres of footpath reference 7 Paston FP4 shown in orange between points 7a and 7b on Sheet 7 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 8 Knapton FP10	Approximately 60 metres of footpath reference 8 Knapton FP10 shown in orange between points 8a and 8b on Sheet 8 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 9 North Walsham FP4	Approximately 100 metres of footpath reference 9 North Walsham FP4 shown in orange between points 10a and 10c on Sheet 10 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Bridleway reference 10 Felmingham BR12	Approximately 300 metres of bridleway reference 10 Felmingham BR12 shown in green between points 10d and

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<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
		10f on Sheet 10 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 11 Suffield FP1	Approximately 50 metres of footpath reference 11 Suffield FP1 shown in orange between points 11a and 11b on Sheet 11 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 12 Suffield FP3	Approximately 100 metres of footpath reference 12 Suffield FP3 shown in orange between points 12a and 12c on Sheet 12 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 13 Colby FP2	Approximately 90 metres of footpath reference 13 Colby FP2 shown in orange between points 13a and 13c on Sheet 13 of the public rights of way to be temporarily stopped up plan
District of North Norfolk	Footpath reference 14 Colby FP2	Approximately 10 metres of footpath reference 14 Colby FP2 shown in orange between points 13d and 13e on Sheet 13 of the public rights of way to be temporarily stopped up plan
District of Broadland	Bridleway reference 15 Aylsham BR30	Approximately 50 metres of bridleway reference 15 Aylsham BR30 shown in green between points 14a and 14b on Sheet 14 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 16 Blickling FP11	Approximately 90 metres of footpath reference 16 Blickling FP11 shown in orange between points 15a and 15b on Sheet 15 of the public rights of way to be temporarily stopped up plan
District of Broadland	Bridleway reference 17 Blickling BR12	Approximately 10 metres of bridleway reference 17 Blickling BR12 shown in green between points 16a and 16b on Sheet 16 of the public rights of way to be temporarily stopped up plan

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
District of Broadland	Footpath reference 18 Blickling FP14	Approximately 80 metres of footpath reference 18 Blickling FP14 shown in orange between points 16c and 16d on Sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Long distance trail reference 19 Weavers Way	Approximately 80 metres of long distance trail reference 19 Weavers Way shown in brown between points 16e and 16f on Sheet 16 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 20 Reepham FP18	Approximately 50 metres of footpath reference 20 Reepham FP18 shown in orange between points 21a and 21b on Sheet 21 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 21 Reepham FP18	Approximately 10 metres of footpath reference 21 Reepham FP18 shown in orange between points 21c and 21d on Sheet 21 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 22 Reepham FP34	Approximately 360 metres of footpath reference 22 Reepham FP34 shown in orange between points 22a and 22b on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 23 Salle FP8	Approximately 50 metres of footpath reference 23 Salle FP8 shown in orange between points 22c and 22d on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 24 Reepham FP11	Approximately 10 metres of footpath reference 24 Reepham FP11 shown in orange between points 22e and 22f on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 25 Reepham FP8	Approximately 50 metres of footpath reference 25 Reepham FP8 shown in orange between points 22g and 22h on Sheet 22



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
		of the public rights of way to be temporarily stopped up plan
District of Broadland	Footpath reference 26 Reepham FP8	Approximately 10 metres of footpath reference 26 Reepham FP8 shown in orange between points 22i and 22j on Sheet 22 of the public rights of way to be temporarily stopped up plan
District of Breckland	Long distance trail reference 27 Wensum Way	Approximately 940 metres of long distance trail reference 27 Wensum Way shown in brown between points 29a and 29b on Sheet 29 of the public rights of way to be temporarily stopped up plan
District of Breckland	Long distance trail reference 28 Wensum Way	Approximately 50 metres of long distance trail reference 28 Wensum Way shown in brown between points 29c and 29d on Sheet 29 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 29 Dereham FP9	Approximately 60 metres of footpath reference 29 Dereham FP9 shown in orange between points 32a and 32b on Sheet 32 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 30 Hoe FP6	Approximately 570 metres of footpath reference 30 Hoe FP6 shown in orange between points 34a and 34b on Sheet 34 of the public rights of way to be temporarily stopped up plan
District of Breckland	Footpath reference 31 Dereham FP20	Approximately 280 metres of footpath reference 31 Dereham FP20 shown in orange between points 34c and 34d on Sheet 34 of the public rights of way to be temporarily stopped up plan

SCHEDULE 4

Article 11

Streets to be stopped up

PART 1

Streets to be temporarily stopped up (Scenario 1)

**Commencement Information**

**189** Sch. 4 Pt. 1 in force at 1.1.2022, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of North Norfolk	Private track	Approximately 340 meters of Private track as is within Work No.4C as shown between point 1a and 1b on sheet 1 of the streets to be temporarily stopped up plan
District of North Norfolk	WHIMPWELL STREET	Approximately 50 meters of WHIMPWELL STREET as is within Work No.5 as shown between point 2a and 2b on sheet 2 of the streets to be temporarily stopped up plan
District of North Norfolk	GRUB STREET	Approximately 50 meters of GRUB STREET as is within Work No.5 as shown between point 2e and 2f on sheet 2 of the streets to be temporarily stopped up plan
District of North Norfolk	WALCOTT GREEN	Approximately 50 meters of WALCOTT GREEN as is within Work No.5 as shown between point 3a and 3b on sheet 3 of the streets to be temporarily stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 20 meters of NORTH WALSHAM ROAD as is within Work No.5 as shown between point 3e and 3f on sheet 3 of the streets to be temporarily stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 30 meters of NORTH WALSHAM ROAD as is within Work No.5 as shown between point 4a and 4b on

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(1) Area	(2) Street to be stopped up	(3) Extent of stopping up
District of North Norfolk	NORTH WALSHAM ROAD	sheet 4 of the streets to be temporarily stopped up plan Approximately 70 meters of NORTH WALSHAM ROAD as is within Work No.5 as shown between point 5a and 5b on sheet 5 of the streets to be temporarily stopped up plan
District of North Norfolk	HOOLEHOUSE ROAD	Approximately 50 meters of HOOLEHOUSE ROAD as is within Work No.5 as shown between point 5c and 5d on sheet 5 of the streets to be temporarily stopped up plan
District of North Norfolk	CROSSWAYS LANE	Approximately 40 meters of CROSSWAYS LANE as is within Work No.5 as shown between point 5e and 5f on sheet 5 of the streets to be temporarily stopped up plan
District of North Norfolk	BACTON ROAD	Approximately 50 meters of BACTON ROAD as is within Work No.5 as shown between point 6a and 6b on sheet 6 of the streets to be temporarily stopped up plan
District of North Norfolk	THATCHED COTTAGE ROAD	Approximately 60 meters of THATCHED COTTAGE ROAD as is within Work No.5 as shown between point 6c and 6d on sheet 6 of the streets to be temporarily stopped up plan
District of North Norfolk	THATCHED COTTAGE ROAD	Approximately 30 meters of THATCHED COTTAGE ROAD as is within Work No.5 as shown between point 6e and 6f on sheet 6 of the streets to be temporarily stopped up plan
District of North Norfolk	BACTON ROAD	Approximately 50 meters of BACTON ROAD as is within Work No.5 as shown between point 7a and 7b on sheet 7 of the streets to be temporarily stopped up plan
District of North Norfolk	PASTON ROAD	Approximately 60 meters of PASTON ROAD as is within Work No.5 as shown between

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		point 7c and 7d on sheet 7 of the streets to be temporarily stopped up plan
District of North Norfolk	HALL LANE	Approximately 30 meters of HALL LANE as is within Work No.5 as shown between point 8a and 8b on sheet 8 of the streets to be temporarily stopped up plan
District of North Norfolk	HALL LANE	Approximately 80 meters of HALL LANE as is within Work No.5 as shown between point 8c and 8d on sheet 8 of the streets to be temporarily stopped up plan
District of North Norfolk	LITTLE LONDON ROAD	Approximately 90 meters of LITTLE LONDON ROAD as is within Work No.5 as shown between point 8e and 8f on sheet 8 of the streets to be temporarily stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 30 meters of CROMER ROAD as is within Work No.5 as shown between point 10a and 10b on sheet 10 of the streets to be temporarily stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 50 meters of CROMER ROAD as is within Work No.5 as shown between point 10e and 10f on sheet 10/11 of the streets to be temporarily stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 40 meters of CROMER ROAD as is within Work No.5 as shown between point 10g and 10h on sheet 10/11 of the streets to be temporarily stopped up plan
District of North Norfolk	BRICK KILN LANE	Approximately 20 meters of BRICK KILN LANE as is within Work No.5 as shown between point 11a and 11b on sheet 11 of the streets to be temporarily stopped up plan
District of North Norfolk	FELMINGHAM ROAD	Approximately 50 meters of FELMINGHAM ROAD as is

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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		within Work No.5 as shown between point 12c and 12d on sheet 12 of the streets to be temporarily stopped up plan
District of North Norfolk	CHURCH ROAD	Approximately 30 meters of CHURCH ROAD as is within Works No.5 as shown between point 13c and 13d on sheet 13 of the streets to be temporarily stopped up plan
District of North Norfolk	CHURCH ROAD	Approximately 50 meters of CHURCH ROAD as is within Work No.5 as shown between point 13e and 13f on sheet 13 of the streets to be temporarily stopped up plan
District of North Norfolk	BANNINGHAM ROAD	Approximately 50 meters of BANNINGHAM ROAD as is within Work No.5 as shown between point 14a and 14b on sheet 14 of the streets to be temporarily stopped up plan
District of Broadland	INGWORTH ROAD	Approximately 30 meters of INGWORTH ROAD as is within Work No.6 as shown between point 16a and 16b on sheet 16 of the streets to be temporarily stopped up plan
District of Broadland	BLICKLING ROAD	Approximately 50 meters of BLICKLING ROAD as is within Work No.6 as shown between point 16c and 16d on sheet 16 of the streets to be temporarily stopped up plan
District of Broadland	BLICKLING ROAD	Approximately 30 meters of BLICKLING ROAD as is within Work No.6 as shown between point 16e and 16f on sheet 16 of the streets to be temporarily stopped up plan
District of Broadland	HEYDON ROAD	Approximately 70 meters of HEYDON ROAD as is within Work No.6 as shown between point 18a and 18b on sheet 18 of the streets to be temporarily stopped up plan

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of Broadland	HEYDON ROAD	Approximately 30 meters of HEYDON ROAD as is within Work No.6 as shown between point 18c and 18d on sheet 18 of the streets to be temporarily stopped up plan
District of Broadland	OULTON STREET	Approximately 30 meters of OULTON STREET as is within Work No.6 as shown between point 19a and 19b on sheet 19 of the streets to be temporarily stopped up plan
District of Broadland	HOLT ROAD (B1149)	Approximately 50 meters of HOLT ROAD (B1149) as is within Work No.6 as shown between point 19c and 19d on sheet 19 of the streets to be temporarily stopped up plan
District of Broadland	OULTON STREET	Approximately 70 meters of OULTON STREET as is within Work No.6 as shown between point 20a and 20b on sheet 19/20 of the streets to be temporarily stopped up plan
District of Broadland	HEYDON ROAD	Approximately 50 meters of HEYDON ROAD as is within Work No.6 as shown between point 20e and 20f on sheet 20 of the streets to be temporarily stopped up plan
District of Broadland	CAWSTON ROAD (B1145)	Approximately 70 meters of CAWSTON ROAD (B1145) as is within Work No.6 as shown between point 21c and 21d on sheet 21 of the streets to be temporarily stopped up plan
District of Broadland	CAWSTON ROAD (B1145)	Approximately 30 meters of CAWSTON ROAD (B1145) as is within Work No.6 as shown between point 21e and 21f on sheet 21 of the streets to be temporarily stopped up plan
District of Broadland	Private track	Approximately 100 meters of Private track as is within Work No.6 as shown between point 21g and 21h on sheet 21 of

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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i> the streets to be temporarily stopped up plan
District of Broadland	CAWSTON ROAD (B1145)	Approximately 50 meters of CAWSTON ROAD (B1145) as is within Work No.6 as shown between point 22a and 22b on sheet 21/22 of the streets to be temporarily stopped up plan
District of Broadland	WOOD DALLING ROAD	Approximately 50 meters of WOOD DALLING ROAD as is within Work No.6 as shown between point 22c and 22d on sheet 22 of the streets to be temporarily stopped up plan
District of Broadland	WOOD DALLING ROAD	Approximately 30 meters of WOOD DALLING ROAD as is within Work No.6 as shown between point 22e and 22f on sheet 22 of the streets to be temporarily stopped up plan
District of Broadland	DEREHAM ROAD (B1145)	Approximately 30 meters of DEREHAM ROAD (B1145) as is within Work No.6 as shown between point 24c and 24d on sheet 24 of the streets to be temporarily stopped up plan
District of Broadland	DEREHAM ROAD (B1145)	Approximately 30 meters of DEREHAM ROAD (B1145) as is within Work No.6 as shown between point 24e and 24f on sheet 24 of the streets to be temporarily stopped up plan
District of Broadland	DEREHAM ROAD (B1145)	Approximately 30 meters of DEREHAM ROAD (B1145) as is within Work No.6 as shown between point 24g and 24h on sheet 24 of the streets to be temporarily stopped up plan
District of Breckland	MILL STREET	Approximately 50 meters of MILL STREET as is within Work No.7 as shown between point 28c and 28d on sheet 28 of the streets to be temporarily stopped up plan
District of Breckland	BYLAUGH ROAD	Approximately 30 meters of BYLAUGH ROAD as is within Work No.7 as shown between

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		point 28e and 28f on sheet 28 of the streets to be temporarily stopped up plan
District of Breckland	ELSING ROAD	Approximately 30 meters of ELSING ROAD as is within Work No.7 as shown between point 29a and 29b on sheet 29 of the streets to be temporarily stopped up plan
District of Breckland	SWANTON ROAD	Approximately 50 meters of SWANTON ROAD as is within Work No.7 as shown between point 29c and 29d on sheet 29 of the streets to be temporarily stopped up plan
District of Breckland	WOODGATE ROAD	Approximately 20 meters of WOODGATE ROAD as is within Work No.7 as shown between point 30a and 30b on sheet 30 of the streets to be temporarily stopped up plan
District of Breckland	NORWICH ROAD	Approximately 50 meters of NORWICH ROAD as is within Work No.7 as shown between point 31a and 31b on sheet 31 of the streets to be temporarily stopped up plan
District of Breckland	MOWLES ROAD	Approximately 30 meters of MOWLES ROAD as is within Work No.7 as shown between point 31c and 31d on sheet 31 of the streets to be temporarily stopped up plan
District of Breckland	TUDDENHAM ROAD	Approximately 80 meters of TUDDENHAM ROAD as is within Work No.7 as shown between point 31e and 31f on sheet 31/32 of the streets to be temporarily stopped up plan
District of Breckland	SWANTON ROAD	Approximately 50 meters of SWANTON ROAD as is within Work No.7 as shown between point 31g and 31h on sheet 31/32 of the streets to be temporarily stopped up plan
District of Breckland	HALL ROAD	Approximately 30 meters of HALL ROAD as is within Work



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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		No.7 as shown between point 32c and 32d on sheet 32 of the streets to be temporarily stopped up plan
District of Breckland	NORTHALL GREEN	Approximately 100 meters of NORTHALL GREEN as is within Work No.7 as shown between point 33a and 33b on sheet 33 of the streets to be temporarily stopped up plan
District of Breckland	HALL ROAD	Approximately 30 meters of HALL ROAD as is within Work No.7 as shown between point 33c and 33d on sheet 33 of the streets to be temporarily stopped up plan
District of Breckland	BEETLEY ROAD	Approximately 50 meters of BEETLEY ROAD as is within Work No.7 as shown between point 33e and 33f on sheet 33 of the streets to be temporarily stopped up plan
District of Breckland	HOLT ROAD (B1146)	Approximately 30 meters of HOLT ROAD (B1146) as is within Work No.7 as shown between point 34a and 34b on sheet 34 of the streets to be temporarily stopped up plan
District of Breckland	HOLT ROAD (B1146)	Approximately 50 meters of HOLT ROAD (B1146) as is within Work No.7 as shown between point 34c and 34d on sheet 34 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 34e and 34f on sheet 34 of the streets to be temporarily stopped up plan
District of Breckland	CHURCH LANE	Approximately 30 meters of CHURCH LANE as is within Work No.7 as shown between point 35a and 35b on sheet 35 of the streets to be temporarily stopped up plan

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of Breckland	CHURCH LANE	Approximately 50 meters of CHURCH LANE as is within Work No.7 as shown between point 35c and 35d on sheet 35 of the streets to be temporarily stopped up plan
District of Breckland	DEREHAM ROAD	Approximately 40 meters of DEREHAM ROAD as is within Work No.7 as shown between point 37c and 37d on sheet 37 of the streets to be temporarily stopped up plan
District of Breckland	DALE ROAD	Approximately 50 meters of DALE ROAD as is within Work No.7 as shown between point 37e and 37f on sheet 37 of the streets to be temporarily stopped up plan
District of Breckland	DEREHAM ROAD	Approximately 50 meters of DEREHAM ROAD as is within Work No.7 as shown between point 37g and 37h on sheet 37 of the streets to be temporarily stopped up plan
District of Breckland	BRADENHAM LANE	Approximately 40 meters of BRADENHAM LANE as is within Work No.7 as shown between point 38a and 38b on sheet 38 of the streets to be temporarily stopped up plan
District of Breckland	BRADENHAM LANE	Approximately 30 meters of BRADENHAM LANE as is within Work No.7 as shown between point 38e and 38f on sheet 38 of the streets to be temporarily stopped up plan
District of Breckland	Goggles Lane (Private track)	Approximately 50 meters of Goggles Lane as is within Work No.7 as shown between point 40a and 40b on sheet 40 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 300 meters of Private track as is within Work No.7 as shown between point 40c and 40d on sheet 40 of

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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i> the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.9 as shown between point 41a and 41b on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.9 as shown between point 41t and 41u on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 420 meters of Private track as is within Work No.10A, 10B and 10C as shown between point 41q and 41s on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	A47	Approximately 470 meters of A47 as is within Work No.12B as shown between point 42a and 42b on sheet 42 of the streets to be temporarily stopped up plan

## PART 2

### Streets to be temporarily stopped up (Scenario 2)

#### Commencement Information

**I90** Sch. 4 Pt. 2 in force at 1.1.2022, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of North Norfolk	Private track	Approximately 340 meters of Private track as is within Work No.4C as shown between point 1a and 1b on sheet 1 of the streets to be temporarily stopped up plan
District of North Norfolk	WHIMPWELL STREET	Approximately 50 meters of WHIMPWELL STREET as is within Work No.5 as shown between point 2a and 2b on

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		sheet 2 of the streets to be temporarily stopped up plan
District of North Norfolk	Private track	Approximately 50 meters of Private track as is within Work No.5 as shown between point 2c and 2d on sheet 2 of the streets to be temporarily stopped up plan
District of North Norfolk	GRUB STREET	Approximately 50 meters of GRUB STREET as is within Work No.5 as shown between point 2e and 2f on sheet 2 of the streets to be temporarily stopped up plan
District of North Norfolk	GRUB STREET	Approximately 50 meters of GRUB STREET as is within Work No.5 as shown between point 2g and 2h on sheet 2 of the streets to be temporarily stopped up plan
District of North Norfolk	WALCOTT GREEN	Approximately 50 meters of WALCOTT GREEN as is within Work No.5 as shown between point 3a and 3b on sheet 3 of the streets to be temporarily stopped up plan
District of North Norfolk	STALHAM ROAD (B1159)	Approximately 50 meters of STALHAM ROAD (B1159) as is within Work No.5 as shown between point 3c and 3d on sheet 3 of the streets to be temporarily stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 20 meters of NORTH WALSHAM ROAD as is within Work No.5 as shown between point 3e and 3f on sheet 3 of the streets to be temporarily stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 30 meters of NORTH WALSHAM ROAD as is within Work No.5 as shown between point 4a and 4b on sheet 4 of the streets to be temporarily stopped up plan
District of North Norfolk	THE STREET	Approximately 50 meters of THE STREET as is within Work No.5 as shown between

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		point 4c and 4d on sheet 4 of the streets to be temporarily stopped up plan
District of North Norfolk	NORTH WALSHAM ROAD	Approximately 70 meters of NORTH WALSHAM ROAD as is within Work No.5 as shown between point 5a and 5b on sheet 5 of the streets to be temporarily stopped up plan
District of North Norfolk	HOOLEHOUSE ROAD	Approximately 50 meters of HOOLEHOUSE ROAD as is within Work No.5 as shown between point 5c and 5d on sheet 5 of the streets to be temporarily stopped up plan
District of North Norfolk	CROSSWAYS LANE	Approximately 40 meters of CROSSWAYS LANE as is within Work No.5 as shown between point 5e and 5f on sheet 5 of the streets to be temporarily stopped up plan
District of North Norfolk	BACTON ROAD	Approximately 50 meters of BACTON ROAD as is within Work No.5 as shown between point 6a and 6b on sheet 6 of the streets to be temporarily stopped up plan
District of North Norfolk	THATCHED ROAD	COTTAGE Approximately 60 meters of THATCHED COTTAGE ROAD as is within Work No.5 as shown between point 6c and 6d on sheet 6 of the streets to be temporarily stopped up plan
District of North Norfolk	THATCHED ROAD	COTTAGE Approximately 30 meters of THATCHED COTTAGE ROAD as is within Work No.5 as shown between point 6e and 6f on sheet 6 of the streets to be temporarily stopped up plan
District of North Norfolk	BACTON ROAD	Approximately 50 meters of BACTON ROAD as is within Work No.5 as shown between point 7a and 7b on sheet 7 of the streets to be temporarily stopped up plan
District of North Norfolk	PASTON ROAD	Approximately 60 meters of PASTON ROAD as is within

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		Work No.5 as shown between point 7c and 7d on sheet 7 of the streets to be temporarily stopped up plan
District of North Norfolk	HALL LANE	Approximately 30 meters of HALL LANE as is within Work No.5 as shown between point 8a and 8b on sheet 8 of the streets to be temporarily stopped up plan
District of North Norfolk	HALL LANE	Approximately 80 meters of HALL LANE as is within Work No.5 as shown between point 8c and 8d on sheet 8 of the streets to be temporarily stopped up plan
District of North Norfolk	LITTLE LONDON ROAD	Approximately 90 meters of LITTLE LONDON ROAD as is within Work No.5 as shown between point 8e and 8f on sheet 8 of the streets to be temporarily stopped up plan
District of North Norfolk	BRADFIELD ROAD	Approximately 50 meters of BRADFIELD ROAD as is within Work No.5 as shown between point 9a and 9b on sheet 9 of the streets to be temporarily stopped up plan
District of North Norfolk	Private track	Approximately 60 meters of Private track as is within Work No.5 as shown between point 9c and 9d on sheet 9 of the streets to be temporarily stopped up plan
District of North Norfolk	LYNGATE ROAD	Approximately 90 meters of LYNGATE ROAD as is within Work No.5 as shown between point 9e and 9f on sheet 9/10 of the streets to be temporarily stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 30 meters of CROMER ROAD as is within Work No.5 as shown between point 10a and 10b on sheet 10 of the streets to be temporarily stopped up plan

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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of North Norfolk	Private track	Approximately 60 meters of Private track as is within Work No.5 as shown between point 10c and 10d on sheet 10 of the streets to be temporarily stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 50 meters of CROMER ROAD as is within Work No.5 as shown between point 10e and 10f on sheet 10/11 of the streets to be temporarily stopped up plan
District of North Norfolk	CROMER ROAD	Approximately 40 meters of CROMER ROAD as is within Work No.5 as shown between point 10g and 10h on sheet 10/11 of the streets to be temporarily stopped up plan
District of North Norfolk	BRICK KILN LANE	Approximately 20 meters of BRICK KILN LANE as is within Work No.5 as shown between point 11a and 11b on sheet 11 of the streets to be temporarily stopped up plan
District of North Norfolk	Private track	Approximately 50 meters of Private track as is within Work No.5 as shown between point 11c and 11d on sheet 11 of the streets to be temporarily stopped up plan
District of North Norfolk	RECTORY ROAD	Approximately 50 meters of RECTORY ROAD as is within Work No.5 as shown between point 12a and 12b on sheet 12 of the streets to be temporarily stopped up plan
District of North Norfolk	FELMINGHAM ROAD	Approximately 50 meters of FELMINGHAM ROAD as is within Work No.5 as shown between point 12c and 12d on sheet 12 of the streets to be temporarily stopped up plan
District of North Norfolk	Private track	Approximately 50 meters of Private track as is within Work No.5 as shown between point 13a and 13b on sheet 13 of

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i> the streets to be temporarily stopped up plan
District of North Norfolk	CHURCH ROAD	Approximately 30 meters of CHURCH ROAD as is within Works No.5 as shown between point 13c and 13d on sheet 13 of the streets to be temporarily stopped up plan
District of North Norfolk	CHURCH ROAD	Approximately 50 meters of CHURCH ROAD as is within Work No.5 as shown between point 13e and 13f on sheet 13 of the streets to be temporarily stopped up plan
District of North Norfolk	Private track	Approximately 50 meters of Private track as is within Work No.5 as shown between point 13g and 13h on sheet 13 of the streets to be temporarily stopped up plan
District of North Norfolk	Private track	Approximately 50 meters of Private track as is within Work No.5 as shown between point 13i and 13j on sheet 13 of the streets to be temporarily stopped up plan
District of North Norfolk	BANNINGHAM ROAD	Approximately 50 meters of BANNINGHAM ROAD as is within Work No.5 as shown between point 14a and 14b on sheet 14 of the streets to be temporarily stopped up plan
District of Broadland	CHURCH LANE	Approximately 60 meters of CHURCH LANE as is within Work No.6 as shown between point 14c and 14d on sheet 14 of the streets to be temporarily stopped up plan
District of Broadland	CROMER ROAD	Approximately 50 meters of CROMER ROAD as is within Work No.6 as shown between point 15a and 15b on sheet 15 of the streets to be temporarily stopped up plan
District of Broadland	INGWORTH ROAD	Approximately 30 meters of INGWORTH ROAD as is within Work No.6 as shown



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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		between point 16a and 16b on sheet 16 of the streets to be temporarily stopped up plan
District of Broadland	BLICKLING ROAD	Approximately 50 meters of BLICKLING ROAD as is within Work No.6 as shown between point 16c and 16d on sheet 16 of the streets to be temporarily stopped up plan
District of Broadland	BLICKLING ROAD	Approximately 30 meters of BLICKLING ROAD as is within Work No.6 as shown between point 16e and 16f on sheet 16 of the streets to be temporarily stopped up plan
District of Broadland	SILVERGATE LANE	Approximately 50 meters of SILVERGATE LANE as is within Work No.6 as shown between point 16g and 16h on sheet 16 of the streets to be temporarily stopped up plan
District of Broadland	AYLSHAM ROAD	Approximately 50 meters of AYLSHAM ROAD as is within Work No.6 as shown between point 17a and 17b on sheet 17 of the streets to be temporarily stopped up plan
District of Broadland	HEYDON ROAD	Approximately 70 meters of HEYDON ROAD as is within Work No.6 as shown between point 18a and 18b on sheet 18 of the streets to be temporarily stopped up plan
District of Broadland	HEYDON ROAD	Approximately 30 meters of HEYDON ROAD as is within Work No.6 as shown between point 18c and 18d on sheet 18 of the streets to be temporarily stopped up plan
District of Broadland	OULTON STREET	Approximately 30 meters of OULTON STREET as is within Work No.6 as shown between point 19a and 19b on sheet 19 of the streets to be temporarily stopped up plan
District of Broadland	HOLT ROAD (B1149)	Approximately 50 meters of HOLT ROAD (B1149) as is

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		within Work No.6 as shown between point 19c and 19d on sheet 19 of the streets to be temporarily stopped up plan
District of Broadland	OULTON STREET	Approximately 70 meters of OULTON STREET as is within Work No.6 as shown between point 20a and 20b on sheet 19/20 of the streets to be temporarily stopped up plan
District of Broadland	SOUTHGATE LANE	Approximately 50 meters of SOUTHGATE LANE as is within Work No.6 as shown between point 20c and 20d on sheet 20 of the streets to be temporarily stopped up plan
District of Broadland	HEYDON ROAD	Approximately 50 meters of HEYDON ROAD as is within Work No.6 as shown between point 20e and 20f on sheet 20 of the streets to be temporarily stopped up plan
District of Broadland	Private track	Approximately 60 meters of Private track as is within Work No.6 as shown between point 21a and 21b on sheet 20/21 of the streets to be temporarily stopped up plan
District of Broadland	CAWSTON ROAD (B1145)	Approximately 70 meters of CAWSTON ROAD (B1145) as is within Work No.6 as shown between point 21c and 21d on sheet 21 of the streets to be temporarily stopped up plan
District of Broadland	CAWSTON ROAD (B1145)	Approximately 30 meters of CAWSTON ROAD (B1145) as is within Work No.6 as shown between point 21e and 21f on sheet 21 of the streets to be temporarily stopped up plan
District of Broadland	Private track	Approximately 100 meters of Private track as is within Work No.6 as shown between point 21g and 21h on sheet 21 of the streets to be temporarily stopped up plan

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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of Broadland	CAWSTON ROAD (B1145)	Approximately 50 meters of CAWSTON ROAD (B1145) as is within Work No.6 as shown between point 22a and 22b on sheet 21/22 of the streets to be temporarily stopped up plan
District of Broadland	WOOD DALLING ROAD	Approximately 50 meters of WOOD DALLING ROAD as is within Work No.6 as shown between point 22c and 22d on sheet 22 of the streets to be temporarily stopped up plan
District of Broadland	WOOD DALLING ROAD	Approximately 30 meters of WOOD DALLING ROAD as is within Work No.6 as shown between point 22e and 22f on sheet 22 of the streets to be temporarily stopped up plan
District of Broadland	Private track	Approximately 50 meters of Private track as is within Work No.6 as shown between point 22g and 22h on sheet 22 of the streets to be temporarily stopped up plan
District of Broadland	KERDISTON ROAD	Approximately 50 meters of KERDISTON ROAD as is within Work No.6 as shown between point 23a and 23b on sheet 23 of the streets to be temporarily stopped up plan
District of Broadland	DEREHAM ROAD (B1145)	Approximately 50 meters of DEREHAM ROAD (B1145) as is within Work No.6 as shown between point 24a and 24b on sheet 24 of the streets to be temporarily stopped up plan
District of Broadland	DEREHAM ROAD (B1145)	Approximately 30 meters of DEREHAM ROAD (B1145) as is within Work No.6 as shown between point 24c and 24d on sheet 24 of the streets to be temporarily stopped up plan
District of Broadland	DEREHAM ROAD (B1145)	Approximately 30 meters of DEREHAM ROAD (B1145) as is within Work No.6 as shown between point 24e and 24f on

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		sheet 24 of the streets to be temporarily stopped up plan
District of Broadland	DEREHAM ROAD (B1145)	Approximately 30 meters of DEREHAM ROAD (B1145) as is within Work No.6 as shown between point 24g and 24h on sheet 24 of the streets to be temporarily stopped up plan
District of Broadland	Private track	Approximately 50 meters of Private track as is within Work No.6 as shown between point 24i and 24j on sheet 24 of the streets to be temporarily stopped up plan
District of Broadland	NOWHERE LANE	Approximately 50 meters of NOWHERE LANE as is within Work No.6 as shown between point 24k and 24l on sheet 24/25 of the streets to be temporarily stopped up plan
District of Broadland	JORDAN LANE	Approximately 50 meters of JORDAN LANE as is within Work No.6 as shown between point 25a and 25b on sheet 25 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 26a and 26b on sheet 26 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 26c and 26d on sheet 26 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 26e and 26f on sheet 26 of the streets to be temporarily stopped up plan
District of Breckland	WELL LANE	Approximately 70 meters of WELL LANE as is within Work No.7 as shown between point

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		27a and 27b on sheet 26/27 of the streets to be temporarily stopped up plan
District of Breckland	FAKENHAM ROAD (A1067)	Approximately 50 meters of FAKENHAM ROAD (A1067) as is within Work No.7 as shown between point 27c and 27d on sheet 27 of the streets to be temporarily stopped up plan
District of Breckland	LIME KILN ROAD	Approximately 100 meters of LIME KILN ROAD as is within Work No.7 as shown between point 27e and 27f on sheet 27 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 70 meters of Private track as is within Work No.7 as shown between point 27g and 27h on sheet 27 of the streets to be temporarily stopped up plan
District of Breckland	LIME KILN ROAD	Approximately 60 meters of LIME KILN ROAD as is within Work No.7 as shown between point 27i and 27j on sheet 27 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 28a and 28b on sheet 28 of the streets to be temporarily stopped up plan
District of Breckland	MILL STREET	Approximately 50 meters of MILL STREET as is within Work No.7 as shown between point 28c and 28d on sheet 28 of the streets to be temporarily stopped up plan
District of Breckland	BYLAUGH ROAD	Approximately 30 meters of BYLAUGH ROAD as is within Work No.7 as shown between point 28e and 28f on sheet 28 of the streets to be temporarily stopped up plan
District of Breckland	ELSING ROAD	Approximately 30 meters of ELSING ROAD as is within

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		Work No.7 as shown between point 29a and 29b on sheet 29 of the streets to be temporarily stopped up plan
District of Breckland	SWANTON ROAD	Approximately 50 meters of SWANTON ROAD as is within Work No.7 as shown between point 29c and 29d on sheet 29 of the streets to be temporarily stopped up plan
District of Breckland	WOODGATE ROAD	Approximately 20 meters of WOODGATE ROAD as is within Work No.7 as shown between point 30a and 30b on sheet 30 of the streets to be temporarily stopped up plan
District of Breckland	FROG'S HALL LANE	Approximately 50 meters of FROG'S HALL LANE as is within Work No.7 as shown between point 30c and 30d on sheet 30/31 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 30e and 30f on sheet 30 of the streets to be temporarily stopped up plan
District of Breckland	NORWICH ROAD	Approximately 50 meters of NORWICH ROAD as is within Work No.7 as shown between point 31a and 31b on sheet 31 of the streets to be temporarily stopped up plan
District of Breckland	MOWLES ROAD	Approximately 30 meters of MOWLES ROAD as is within Work No.7 as shown between point 31c and 31d on sheet 31 of the streets to be temporarily stopped up plan
District of Breckland	TUDDENHAM ROAD	Approximately 80 meters of TUDDENHAM ROAD as is within Work No.7 as shown between point 31e and 31f on sheet 31/32 of the streets to be temporarily stopped up plan

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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
District of Breckland	SWANTON ROAD	Approximately 50 meters of SWANTON ROAD as is within Work No.7 as shown between point 31g and 31h on sheet 31/32 of the streets to be temporarily stopped up plan
District of Breckland	Dirty Lane (Private track)	Approximately 60 meters of Dirty Lane as is within Work No.7 as shown between point 32a and 32b on sheet 32 of the streets to be temporarily stopped up plan
District of Breckland	HALL ROAD	Approximately 30 meters of HALL ROAD as is within Work No.7 as shown between point 32c and 32d on sheet 32 of the streets to be temporarily stopped up plan
District of Breckland	HALL ROAD	Approximately 30 meters of HALL ROAD as is within Work No.7 as shown between point 32e and 32f on sheet 32 of the streets to be temporarily stopped up plan
District of Breckland	NORTHALL GREEN	Approximately 100 meters of NORTHALL GREEN as is within Work No.7 as shown between point 33a and 33b on sheet 33 of the streets to be temporarily stopped up plan
District of Breckland	HALL ROAD	Approximately 30 meters of HALL ROAD as is within Work No.7 as shown between point 33c and 33d on sheet 33 of the streets to be temporarily stopped up plan
District of Breckland	BEETLEY ROAD	Approximately 50 meters of BEETLEY ROAD as is within Work No.7 as shown between point 33e and 33f on sheet 33 of the streets to be temporarily stopped up plan
District of Breckland	HOLT ROAD (B1146)	Approximately 30 meters of HOLT ROAD (B1146) as is within Work No.7 as shown between point 34a and 34b on

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		sheet 34 of the streets to be temporarily stopped up plan
District of Breckland	HOLT ROAD (B1146)	Approximately 50 meters of HOLT ROAD (B1146) as is within Work No.7 as shown between point 34c and 34d on sheet 34 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 34e and 34f on sheet 34 of the streets to be temporarily stopped up plan
District of Breckland	CHURCH LANE	Approximately 30 meters of CHURCH LANE as is within Work No.7 as shown between point 35a and 35b on sheet 35 of the streets to be temporarily stopped up plan
District of Breckland	CHURCH LANE	Approximately 50 meters of CHURCH LANE as is within Work No.7 as shown between point 35c and 35d on sheet 35 of the streets to be temporarily stopped up plan
District of Breckland	LONGHAM ROAD	Approximately 50 meters of LONGHAM ROAD as is within Work No.7 as shown between point 36a and 36b on sheet 36 of the streets to be temporarily stopped up plan
District of Breckland	DALE ROAD	Approximately 50 meters of DALE ROAD as is within Work No.7 as shown between point 37a and 37b on sheet 37 of the streets to be temporarily stopped up plan
District of Breckland	DEREHAM ROAD	Approximately 40 meters of DEREHAM ROAD as is within Work No.7 as shown between point 37c and 37d on sheet 37 of the streets to be temporarily stopped up plan
District of Breckland	DALE ROAD	Approximately 50 meters of DALE ROAD as is within Work No.7 as shown between point



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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		37e and 37f on sheet 37 of the streets to be temporarily stopped up plan
District of Breckland	DEREHAM ROAD	Approximately 50 meters of DEREHAM ROAD as is within Work No.7 as shown between point 37g and 37h on sheet 37 of the streets to be temporarily stopped up plan
District of Breckland	BRADENHAM LANE	Approximately 40 meters of BRADENHAM LANE as is within Work No.7 as shown between point 38a and 38b on sheet 38 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.7 as shown between point 38c and 38d on sheet 38 of the streets to be temporarily stopped up plan
District of Breckland	BRADENHAM LANE	Approximately 30 meters of BRADENHAM LANE as is within Work No.7 as shown between point 38e and 38f on sheet 38 of the streets to be temporarily stopped up plan
District of Breckland	HULVER STREET	Approximately 50 meters of HULVER STREET as is within Work No.7 as shown between point 38g and 38h on sheet 38 of the streets to be temporarily stopped up plan
District of Breckland	HAGGARDS WAY	Approximately 70 meters of HAGGARDS WAY as is within Work No.7 as shown between point 39a and 39b on sheet 39 of the streets to be temporarily stopped up plan
District of Breckland	Smugglers lane (Private track)	Approximately 50 meters of Smugglers lane as is within Work No.7 as shown between point 39c and 39d on sheet 39 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 70 meters of Private track as is within Work

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		No.7 as shown between point 39e and 39f on sheet 39 of the streets to be temporarily stopped up plan
District of Breckland	Goggles Lane (Private track)	Approximately 50 meters of Goggles Lane as is within Work No.7 as shown between point 40a and 40b on sheet 40 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 500 meters of Private track as is within Work No. 8B and 9 as shown between point 40e and 40f on sheet 40 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.9 as shown between point 41a and 41b on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Work No.9 as shown between point 41c and 41d on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Works No.9 and 10C as shown between point 41e and 41f on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 50 meters of Private track as is within Works No.9 as shown between point 41g and 41h on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	A47	Approximately 470 meters of A47 as is within Works No.12B as shown between point 41i and 41j on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	A47	Approximately 50 meters of A47 as is within Site Side

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<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
		Access as shown between point 41k and 41l on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	A47	Approximately 125 meters of of the A47 (located within National Grid overhead line temporary works area and overhead line modification corridor (Work No 11 and Work No 11A) between point 41m and 41n as shown between point 41/42 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 150 meters of Private Track as shown between point 41o and 41p on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	Private track	Approximately 170 meters of Private track as is within Works No. 10B and 11 as shown between point 41q and 41r on sheet 41 of the streets to be temporarily stopped up plan
District of Breckland	A47	Approximately 470 meters of A47 as is within Work No.12B as shown between point 42a and 42b on sheet 42 of the streets to be temporarily stopped up plan

### PART 3

Permanent stopping up of private means of access for which a substitute is to be provided – Scenario 1

**Commencement Information**

**191** Sch. 4 Pt. 3 in force at 1.1.2022, see [art. 1](#)

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Private means of access to be stopped</i>	<i>Extent of stopping up</i>	<i>New private means of access to be substituted or provided</i>
District of Breckland	Vehicular access in the vicinity of the Necton National Grid substation	Private access to the fields to the north and east of Necton National Grid Substation, a distance of 380 metres, shown by a purple line between points marked A and B on the private means of access to be permanently stopped up plan.	A new private access to the fields north and east of the Necton National Grid substation from private track off the A47 as shown by a green line between points marked A and B on the private means of access to be permanently stopped up plan.

SCHEDULE 5

Article 12

Access to Works

PART 1

Scenario 1

**Commencement Information**

**I92** Sch. 5 Pt. 1 in force at 1.1.2022, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from Whimpwell Green via private track to the North marked point at AC1 on the access to works plan
District of North Norfolk	Vehicular access from Whimpwell Street via private track to the North marked point at AC2 on the access to works plan
District of North Norfolk	Vehicular access from Whimpwell Street to the East & West marked point at AC3 on the access to works plan
District of North Norfolk	Vehicular access from Grub Street via private track to the North marked point at AC4 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from Grub Street to the East & West marked point at AC5 on the access to works plan
District of North Norfolk	Vehicular access from Grub Street via private track to the South marked point at AC6 on the access to works plan
District of North Norfolk	Vehicular access from Grub street via private track to the West marked point at AC7 on the access to works plan
District of North Norfolk	Vehicular access from Grub street to the North and South marked point at AC8 on the access to works plan
District of North Norfolk	Vehicular access from Mill lane via private track to the North marked point at AC9 on the access to works plan
District of North Norfolk	Vehicular access from Walcott Green to the East & West marked point at AC10 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the South marked point at AC12 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the South marked point at AC13 on the access to works plan
District of North Norfolk	Vehicular access from The Street to the East and West marked point at AC14 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham road via private track to the South marked point at AC15 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the East & West marked point at AC16 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham road via private track to the North marked point at AC17 on the access to works plan
District of North Norfolk	Vehicular access from Hoolehouse road to the East & West marked point at AC18 on the access to works plan
District of North Norfolk	Vehicular access from Hoolehouse road via private track to the North marked point at AC19 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from Crossways Lane to the South marked point at AC20 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road to the East & West marked point at AC21 on the access to works plan
District of North Norfolk	Vehicular access from Thatched Cottage Road to the East & West marked point at AC22 on the access to works plan
District of North Norfolk	Vehicular access from Thatched Cottage Road via private track to the North marked point at AC23 on the access to works plan
District of North Norfolk	Vehicular access from Thatched Cottage Road via private track to the North marked point at AC24 on the access to works plan
District of North Norfolk	Vehicular access from Old Hall Road to the West marked point at AC25 on the access to works plan
District of North Norfolk	Vehicular access from Old Hall Road via private track to the West marked point at AC26 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road via private track to the South marked point at AC27 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road to the East & West marked point at AC28 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road via private track to the South marked point at AC29 on the access to works plan
District of North Norfolk	Vehicular access from Paston Road via private track to the East marked point at AC30 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East marked point at AC30a on the access to works plan
District of North Norfolk	Vehicular access from Paston Road via private track to the West marked point at AC31 on the access to works plan
District of North Norfolk	Vehicular access from Paston Road to the East & West marked point at AC32 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from North Walsham Road via private track to the North marked point at AC33 on the access to works plan
District of North Norfolk	Vehicular access from Hall Lane via private track to the North marked point at AC34 on the access to works plan
District of North Norfolk	Vehicular access from Hall Lane to the East & West marked point at AC35 on the access to works plan
District of North Norfolk	Vehicular access from Little London Road via private track to the North marked point at AC36 on the access to works plan
District of North Norfolk	Vehicular access from Little London Road to the East & West marked point at AC37 on the access to works plan
District of North Norfolk	Vehicular access from B1145 (North Walsham Bypass) to the West marked point at AC38 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC40 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC41 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC42 on the access to works plan
District of North Norfolk	Vehicular access from Bradfield Road to the East & West marked point at AC43 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC44 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC45 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the East & West marked point at AC46 on the access to works plan
District of North Norfolk	Vehicular access from Cromer Road A149 to the East & West marked point at AC47 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from Cromer Road to the East & West marked point at AC49 on the access to works plan
District of North Norfolk	Vehicular access from Cromer Road via private track to the West marked point at AC50 on the access to works plan
District of North Norfolk	Vehicular access from Brick Kiln Lane via private track to the South marked point at AC51 on the access to works plan
District of North Norfolk	Vehicular access from Brick Kiln Lane via private track to the South marked point at AC52 on the access to works plan
District of North Norfolk	Vehicular access from Rectory Road via private track to the East marked point at AC53 on the access to works plan
District of North Norfolk	Vehicular access from Rectory Road to the East & West marked point at AC54 on the access to works plan
District of North Norfolk	Vehicular access from Felmingham Road to the East & West marked point at AC55 on the access to works plan
District of North Norfolk	Vehicular access from Felmingham Road via private track to the West marked point at AC56 on the access to works plan
District of North Norfolk	Vehicular access from Church Road via private track to the East marked point at AC57 on the access to works plan
District of North Norfolk	Vehicular access from Church Road to the East & West marked point at AC58 on the access to works plan
District of North Norfolk	Vehicular access from Church Road via private track to the South marked point at AC59 on the access to works plan
District of North Norfolk	Vehicular access from Banningham Road to the North & South marked point at AC62 on the access to works plan
District of North Norfolk	Vehicular access from private track to the South & East marked point at AC63 on the access to works plan
District of Broadland	Vehicular access from B1145 via private track to the North marked point at AC64 on the access to works plan



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicular access from A140 via private track to the East marked point at AC65 on the access to works plan
District of Broadland	Vehicular access from A140 to the East & West marked point at AC66 on the access to works plan
District of Broadland	Vehicular access from A140 via private track to the West marked point at AC67 on the access to works plan
District of Broadland	Vehicular access from Drabblegate to the West marked point at AC68 on the access to works plan
District of Broadland	Vehicular access from Drabblegate via private track to the South marked point at AC69 on the access to works plan
District of Broadland	Vehicular access from Drabblegate via private track to the East marked point at AC70 on the access to works plan
District of Broadland	Vehicular access from Cromer Road via private track to the East marked point at AC71 on the access to works plan
District of Broadland	Vehicular access from Cromer Road via private track to the West marked point at AC73 on the access to works plan
District of Broadland	Vehicular access from Cromer Road via private track to the North marked point at AC74 on the access to works plan
District of Broadland	Vehicular access from Ingworth Road via private track to the South marked point at AC75 on the access to works plan
District of Broadland	Vehicular access from Blickling Road via private track to the North marked point at AC76 on the access to works plan
District of Broadland	Vehicular access from Blickling Road to the East & West marked point at AC77 on the access to works plan
District of Broadland	Vehicular access from Blickling Road to the South marked point at AC78 on the access to works plan
District of Broadland	Vehicular access from Silvergate Lane via private track to the East marked point at AC79 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicular access from Silvergate Lane to the East & West marked point at AC80 on the access to works plan
District of Broadland	Vehicular access from Whitetop Lane via private track to the South marked point at AC81 on the access to works plan
District of Broadland	Vehicular access from Aylsham Road to the North & South marked point at AC82 on the access to works plan
District of Broadland	Vehicular access from Aylsham Road via private track to the South marked point at AC83 on the access to works plan
District of Broadland	Vehicular access from Heydon Road to the North & South marked point at AC84 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the South marked point at AC85 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the South marked point at AC86 on the access to works plan
District of Broadland	Vehicular access from Heydon Road to the South marked point at AC87 on the access to works plan
District of Broadland	Vehicular access from Oulton Street via private track to the East marked point at AC88 on the access to works plan
District of Broadland	Vehicular access from Holt Road B1149 to the East & West marked point at AC89 on the access to works plan
District of Broadland	Vehicular access from Holt Road B1149 via private track to the South marked point at AC90 on the access to works plan
District of Broadland	Vehicular access from Oulton Street via private track to the East marked point at AC91 on the access to works plan
District of Broadland	Vehicular access from Oulton Street to the East & West marked point at AC92 on the access to works plan
District of Broadland	Vehicular access from Oulton Street via private track to the North marked point at AC93 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicular access from Southgate Lane via private track to the West marked point at AC95 on the access to works plan
District of Broadland	Vehicular access from Heydon Road to the East & West marked point at AC96 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the North marked point at AC97 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the North marked point at AC98 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 via private track to the North marked point at AC99 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 to the East & West marked point at AC101 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 to the North marked point at AC103 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 to the East & West marked point at AC104 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 via private track to the East marked point at AC105 on the access to works plan
District of Broadland	Vehicular access from Wood Dalling Road to the East & West marked point at AC106 on the access to works plan
District of Broadland	Vehicular access from Wood Dalling Road via private track to the North & West marked point at AC107 on the access to works plan
District of Broadland	Vehicular access from Keridston Road to the East & West marked point at AC108 on the access to works plan
District of Broadland	Vehicular access from Dereham Road B1145 via private track to the West marked point at AC109 on the access to works plan
District of Broadland	Vehicular access from Dereham Road B1145 via private track to the South marked point at AC110 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicular access from Dereham Road B1145 via private track to the South marked point at AC111 on the access to works plan
District of Broadland	Vehicular access from Lodge Lane via private track to the North marked point at AC112 on the access to works plan
District of Broadland	Vehicular access from Nowhere Lane via private track to the North marked point at AC114 on the access to works plan
District of Broadland	Vehicular access from Jordan Lane private track to the East marked point at AC115 on the access to works plan
District of Broadland	Vehicular access from Jordan Lane to the North & South marked point at AC116 on the access to works plan
District of Broadland	Vehicular access from Jordan Lane via private track to the South marked point at AC117 on the access to works plan
District of Breckland	Vehicular access from Well Lane via private track to the North marked point at AC118 on the access to works plan
District of Breckland	Vehicular access from Well Lane via private track to the North marked point at AC120 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road via private track to the West marked point at AC121 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road via private track to the West marked point at AC123 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road to the North & South marked point at AC124 on the access to works plan
District of Breckland	Vehicular access from Mill Street to the East & West marked point at AC125 on the access to works plan
District of Breckland	Vehicular access from Bylaugh Road via private track to the South marked point at AC126 on the access to works plan
District of Breckland	Vehicular access from Swanton Road to the North & South marked point at AC127 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Breckland	Vehicular access from Swanton Road via private track to the West marked point at AC128 on the access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the West marked point at AC129 on the access to works plan
District of Breckland	Vehicular access from Elsing Road via private track to the North marked point at AC130 on the access to works plan
District of Breckland	Vehicular access from Woodgate Road via private track to the East marked point at AC131 on the access to works plan
District of Breckland	Vehicular access from Frogs Hall Lane to the East & West marked point at AC132 on the access to works plan
District of Breckland	Vehicular access from Frogs Hall Lane via private track to the East marked point at AC133 on the access to works plan
District of Breckland	Vehicular access from Mowles Road via private track to the North marked point at AC134 on the access to works plan
District of Breckland	Vehicular access from Norwich Road to the East & West marked point at AC135 on the access to works plan
District of Breckland	Vehicular access from Tuddenham Road to the East & West marked point at AC136 on the access to works plan
District of Breckland	Vehicular access from Swanton Road to the East & West marked point at AC137 on the access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the South marked point at AC138 on the access to works plan
District of Breckland	Vehicular access from Hoe Road South via private track to the South marked point at AC139 on the access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the North marked point at AC140 on the access to works plan
District of Breckland	Vehicular access from Hall Road via private track to the South marked point at AC141 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Breckland	Vehicular access from Hall Road via private track to the South marked point at AC142 on the access to works plan
District of Breckland	Vehicular access from Northall Green via private track to the South marked point at AC143 on the access to works plan
District of Breckland	Vehicular access from Beetley Road to the East & West marked point at AC144 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 via private track to the North marked point at AC145 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 to the East & West marked point at AC146 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 via Hoe FP6 & Dereham FP20 to the West marked point at AC147 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 to the South marked point at AC148 on the access to works plan
District of Breckland	Vehicular access from Mill Lane (also known as “PROW Dereham FP19”) to the East marked point at AC150 on the access to works plan
District of Breckland	Vehicular access from Church Lane via private track to the South marked point at AC151 on the access to works plan
District of Breckland	Vehicular access from Church Lane to the East & West marked point at AC152 on the access to works plan
District of Breckland	Vehicular access from Longham Road to the East & West marked point at AC153 on the access to works plan
District of Breckland	Vehicular access from Longham Road via private track to the South marked point at AC154 on the access to works plan
District of Breckland	Vehicular access from Longham Road via private track to the South marked point at AC155 on the access to works plan
District of Breckland	Vehicular access from Bushy Common via private track to the North & West marked point at AC156 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Breckland	Vehicular access from Bushy Common via private track to the South & West marked point at AC157 on the access to works plan
District of Breckland	Vehicular access from Bushy Common via private track to the West marked point at AC158 on the access to works plan
District of Breckland	Vehicular access from Road from A47 to Bushy Common to the West marked point at AC159 on the access to works plan
District of Breckland	Vehicular access from Dale road to the West marked point at AC160 on the access to works plan
District of Breckland	Vehicular access from Dereham road to the North marked point at AC162 on the access to works plan
District of Breckland	Vehicular access from Dale Road to the East & West marked point at AC163 on the access to works plan
District of Breckland	Vehicular access from Dereham Road to the North & South marked point at AC164 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane via private track to the North marked point at AC165 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane to the North marked point at AC166 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane via private track to the North marked point at AC167 on the access to works plan
District of Breckland	Vehicular access from Hulver Street to the East & West marked point at AC168 on the access to works plan
District of Breckland	Vehicular access from Haggards Way via private track to the North marked point at AC169 on the access to works plan
District of Breckland	Vehicular access from Haggards Way via private track to the West marked point at AC171 on the access to works plan
District of Breckland	Vehicular access from Goggles Lane to the South marked point at AC174 on the access to works plan
District of Breckland	Vehicular access from A47 to the East marked point at AC178 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Breckland	Vehicular access from A47 to the East & West marked point at AC180 on the access to works plan

## PART 2

### Scenario 2

#### **Commencement Information**

**I93** Sch. 5 Pt. 2 in force at 1.1.2022, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from Whimpwell Green via private track to the North marked point at AC1 on the access to works plan
District of North Norfolk	Vehicular access from Whimpwell Street via private track to the North marked point at AC2 on the access to works plan
District of North Norfolk	Vehicular access from Whimpwell Street to the East & West marked point at AC3 on the access to works plan
District of North Norfolk	Vehicular access from Grub Street via private track to the North marked point at AC4 on the access to works plan
District of North Norfolk	Vehicular access from Grub Street to the East & West marked point at AC5 on the access to works plan
District of North Norfolk	Vehicular access from Grub Street via private track to the South marked point at AC6 on the access to works plan
District of North Norfolk	Vehicular access from Grub street via private track to the West marked point at AC7 on the access to works plan
District of North Norfolk	Vehicular access from Grub street to the North and South marked point at AC8 on the access to works plan
District of North Norfolk	Vehicular access from Mill lane via private track to the North marked point at AC9 on the access to works plan
District of North Norfolk	Vehicular access from Walcott Green to the East & West marked point at AC10 on the access to works plan



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from Staltham Road B1159 to the East & West marked point at AC11 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the South marked point at AC12 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the South marked point at AC13 on the access to works plan
District of North Norfolk	Vehicular access from The Street to the East and West marked point at AC14 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham road via private track to the South marked point at AC15 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road to the East & West marked point at AC16 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham road via private track to the North marked point at AC17 on the access to works plan
District of North Norfolk	Vehicular access from Hoolehouse road to the East & West marked point at AC18 on the access to works plan
District of North Norfolk	Vehicular access from Hoolehouse road via private track to the North marked point at AC19 on the access to works plan
District of North Norfolk	Vehicular access from Crossways Lane to the South marked point at AC20 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road to the East & West marked point at AC21 on the access to works plan
District of North Norfolk	Vehicular access from Thatched Cottage Road to the East & West marked point at AC22 on the access to works plan
District of North Norfolk	Vehicular access from Thatched Cottage Road via private track to the North marked point at AC23 on the access to works plan
District of North Norfolk	Vehicular access from Thatched Cottage Road via private track to the North marked point at AC24 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from Old Hall Road to the West marked point at AC25 on the access to works plan
District of North Norfolk	Vehicular access from Old Hall Road via private track to the West marked point at AC26 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road via private track to the South marked point at AC27 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road to the East & West marked point at AC28 on the access to works plan
District of North Norfolk	Vehicular access from Bacton Road via private track to the South marked point at AC29 on the access to works plan
District of North Norfolk	Vehicular access from Paston Road via private track to the East marked point at AC30 on the access to works plan
District of North Norfolk	Vehicular access from private track to the East marked point at AC30a on the access to works plan
District of North Norfolk	Vehicular access from Paston Road via private track to the West marked point at AC31 on the access to works plan
District of North Norfolk	Vehicular access from Paston Road to the East & West marked point at AC32 on the access to works plan
District of North Norfolk	Vehicular access from North Walsham Road via private track to the North marked point at AC33 on the access to works plan
District of North Norfolk	Vehicular access from Hall Lane via private track to the North marked point at AC34 on the access to works plan
District of North Norfolk	Vehicular access from Hall Lane to the East & West marked point at AC35 on the access to works plan
District of North Norfolk	Vehicular access from Little London Road via private track to the North marked point at AC36 on the access to works plan
District of North Norfolk	Vehicular access from Little London Road to the East & West marked point at AC37 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from B1145 (North Walsham Bypass) to the West marked point at AC38 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the North marked point at AC39 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC40 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC41 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC42 on the access to works plan
District of North Norfolk	Vehicular access from Bradfield Road to the East & West marked point at AC43 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC44 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road via private track to the North marked point at AC45 on the access to works plan
District of North Norfolk	Vehicular access from Lyngate Road to the East & West marked point at AC46 on the access to works plan
District of North Norfolk	Vehicular access from Cromer Road A149 to the East & West marked point at AC47 on the access to works plan
District of North Norfolk	Vehicular access from Felmingham BR12 via private track to the East & West marked point at AC48 on the access to works plan
District of North Norfolk	Vehicular access from Cromer Road to the East & West marked point at AC49 on the access to works plan
District of North Norfolk	Vehicular access from Cromer Road via private track to the West marked point at AC50 on the access to works plan
District of North Norfolk	Vehicular access from Brick Kiln Lane via private track to the South marked point at AC51 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicular access from Brick Kiln Lane via private track to the South marked point at AC52 on the access to works plan
District of North Norfolk	Vehicular access from Rectory Road via private track to the East marked point at AC53 on the access to works plan
District of North Norfolk	Vehicular access from Rectory Road to the East & West marked point at AC54 on the access to works plan
District of North Norfolk	Vehicular access from Felmingham Road to the East & West marked point at AC55 on the access to works plan
District of North Norfolk	Vehicular access from Felmingham Road via private track to the West marked point at AC56 on the access to works plan
District of North Norfolk	Vehicular access from Church Road via private track to the East marked point at AC57 on the access to works plan
District of North Norfolk	Vehicular access from Church Road to the East & West marked point at AC58 on the access to works plan
District of North Norfolk	Vehicular access from Church Road via private track to the South marked point at AC59 on the access to works plan
	Vehicular access from Church Road via private track to the East & West marked point at AC60 on the access to works plan
District of North Norfolk	Vehicular access from Banningham Road via private track to the North & South marked point at AC61 on the access to works plan
District of North Norfolk	Vehicular access from Banningham Road to the North & South marked point at AC62 on the access to works plan
District of North Norfolk	Vehicular access from private track to the South & East marked point at AC63 on the access to works plan
District of Broadland	Vehicular access from B1145 via private track to the North marked point at AC64 on the access to works plan
District of Broadland	Vehicular access from A140 via private track to the East marked point at AC65 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicular access from A140 to the East & West marked point at AC66 on the access to works plan
District of Broadland	Vehicular access from A140 via private track to the West marked point at AC67 on the access to works plan
District of Broadland	Vehicular access from Drabblegate to the West marked point at AC68 on the access to works plan
District of Broadland	Vehicular access from Drabblegate via private track to the South marked point at AC69 on the access to works plan
District of Broadland	Vehicular access from Drabblegate via private track to the East marked point at AC70 on the access to works plan
District of Broadland	Vehicular access from Cromer Road via private track to the East marked point at AC71 on the access to works plan
District of Broadland	Vehicular access from Cromer Road to the East & West marked point at AC72 on the access to works plan
District of Broadland	Vehicular access from Cromer Road via private track to the West marked point at AC73 on the access to works plan
District of Broadland	Vehicular access from Cromer Road via private track to the North marked point at AC74 on the access to works plan
District of Broadland	Vehicular access from Ingworth Road via private track to the South marked point at AC75 on the access to works plan
District of Broadland	Vehicular access from Blickling Road via private track to the North marked point at AC76 on the access to works plan
District of Broadland	Vehicular access from Blickling Road to the East & West marked point at AC77 on the access to works plan
District of Broadland	Vehicular access from Blickling Road to the South marked point at AC78 on the access to works plan
District of Broadland	Vehicular access from Silvergate Lane via private track to the East marked point at AC79 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicular access from Silvergate Lane to the East & West marked point at AC80 on the access to works plan
District of Broadland	Vehicular access from Whitetop Lane via private track to the South marked point at AC81 on the access to works plan
District of Broadland	Vehicular access from Aylsham Road to the North & South marked point at AC82 on the access to works plan
District of Broadland	Vehicular access from Aylsham Road via private track to the South marked point at AC83 on the access to works plan
District of Broadland	Vehicular access from Heydon Road to the North & South marked point at AC84 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the South marked point at AC85 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the South marked point at AC86 on the access to works plan
District of Broadland	Vehicular access from Heydon Road to the South marked point at AC87 on the access to works plan
District of Broadland	Vehicular access from Oulton Street via private track to the East marked point at AC88 on the access to works plan
District of Broadland	Vehicular access from Holt Road B1149 to the East & West marked point at AC89 on the access to works plan
District of Broadland	Vehicular access from Holt Road B1149 via private track to the South marked point at AC90 on the access to works plan
District of Broadland	Vehicular access from Oulton Street via private track to the East marked point at AC91 on the access to works plan
District of Broadland	Vehicular access from Oulton Street to the East & West marked point at AC92 on the access to works plan
District of Broadland	Vehicular access from Oulton Street via private track to the North marked point at AC93 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicular access from Southgate Lane to the East & West marked point at AC94 on the access to works plan
District of Broadland	Vehicular access from Southgate Lane via private track to the West marked point at AC95 on the access to works plan
District of Broadland	Vehicular access from Heydon Road to the East & West marked point at AC96 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the North marked point at AC97 on the access to works plan
District of Broadland	Vehicular access from Heydon Road via private track to the North marked point at AC98 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 via private track to the North marked point at AC99 on the access to works plan
District of Broadland	Vehicular access from private track (footpath named Salle from Cawston Road) to the East & West marked point at AC100 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 to the East & West marked point at AC101 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 via private track to the South marked point at AC102 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 to the North marked point at AC103 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 to the East & West marked point at AC104 on the access to works plan
District of Broadland	Vehicular access from Cawston Road B1145 via private track to the East marked point at AC105 on the access to works plan
District of Broadland	Vehicular access from Wood Dalling Road to the East & West marked point at AC106 on the access to works plan
District of Broadland	Vehicular access from Wood Dalling Road via private track to the North & West marked point at AC107 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicular access from Keridston Road to the East & West marked point at AC108 on the access to works plan
District of Broadland	Vehicular access from Dereham Road B1145 via private track to the West marked point at AC109 on the access to works plan
District of Broadland	Vehicular access from Dereham Road B1145 via private track to the South marked point at AC110 on the access to works plan
District of Broadland	Vehicular access from Dereham Road B1145 via private track to the South marked point at AC111 on the access to works plan
District of Broadland	Vehicular access from Lodge Lane via private track to the North marked point at AC112 on the access to works plan
District of Broadland	Vehicular access from Nowhere Lane to the East & West marked point at AC113 on the access to works plan
District of Broadland	Vehicular access from Nowhere Lane via private track to the North marked point at AC114 on the access to works plan
District of Broadland	Vehicular access from Jordan Lane private track to the East marked point at AC115 on the access to works plan
District of Broadland	Vehicular access from Jordan Lane to the North & South marked point at AC116 on the access to works plan
District of Broadland	Vehicular access from Jordan Lane via private track to the South marked point at AC117 on the access to works plan
District of Breckland	Vehicular access from Well Lane via private track to the North marked point at AC118 on the access to works plan
District of Breckland	Vehicular access from Well Lane to the North & South marked point at AC119 on the access to works plan
District of Breckland	Vehicular access from Well Lane via private track to the North marked point at AC120 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road via private track to the West marked point at AC121 on the access to works plan



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Breckland	Vehicular access from Lime Kiln Road to the East & West marked point at AC122 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road via private track to the West marked point at AC123 on the access to works plan
District of Breckland	Vehicular access from Lime Kiln Road to the North & South marked point at AC124 on the access to works plan
District of Breckland	Vehicular access from Mill Street to the East & West marked point at AC125 on the access to works plan
District of Breckland	Vehicular access from Bylaugh Road via private track to the South marked point at AC126 on the access to works plan
District of Breckland	Vehicular access from Swanton Road to the North & South marked point at AC127 on the access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the West marked point at AC128 on the access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the West marked point at AC129 on the access to works plan
District of Breckland	Vehicular access from Elsing Road via private track to the North marked point at AC130 on the access to works plan
District of Breckland	Vehicular access from Woodgate Road via private track to the East marked point at AC131 on the access to works plan
District of Breckland	Vehicular access from Frogs Hall Lane to the East & West marked point at AC132 on the access to works plan
District of Breckland	Vehicular access from Frogs Hall Lane via private track to the East marked point at AC133 on the access to works plan
District of Breckland	Vehicular access from Mowles Road via private track to the North marked point at AC134 on the access to works plan
District of Breckland	Vehicular access from Norwich Road to the East & West marked point at AC135 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Breckland	Vehicular access from Tuddenham Road to the East & West marked point at AC136 on the access to works plan
District of Breckland	Vehicular access from Swanton Road to the East & West marked point at AC137 on the access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the South marked point at AC138 on the access to works plan
District of Breckland	Vehicular access from Hoe Road South via private track to the South marked point at AC139 on the access to works plan
District of Breckland	Vehicular access from Swanton Road via private track to the North marked point at AC140 on the access to works plan
District of Breckland	Vehicular access from Hall Road via private track to the South marked point at AC141 on the access to works plan
District of Breckland	Vehicular access from Hall Road via private track to the South marked point at AC142 on the access to works plan
District of Breckland	Vehicular access from Northall Green via private track to the South marked point at AC143 on the access to works plan
District of Breckland	Vehicular access from Beetley Road to the East & West marked point at AC144 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 via private track to the North marked point at AC145 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 to the East & West marked point at AC146 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 via Hoe FP6 & Dereham FP20 to the West marked point at AC147 on the access to works plan
District of Breckland	Vehicular access from Holt Road B1146 to the South marked point at AC148 on the access to works plan
District of Breckland	Vehicular access from Private track via Dereham FP20 the West marked point at AC149 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Breckland	Vehicular access from Mill Lane (also known as “PROW Dereham FP19”) to the East marked point at AC150 on the access to works plan
District of Breckland	Vehicular access from Church Lane via private track to the South marked point at AC151 on the access to works plan
District of Breckland	Vehicular access from Church Lane to the East & West marked point at AC152 on the access to works plan
District of Breckland	Vehicular access from Longham Road to the East & West marked point at AC153 on the access to works plan
District of Breckland	Vehicular access from Longham Road via private track to the South marked point at AC154 on the access to works plan
District of Breckland	Vehicular access from Longham Road via private track to the South marked point at AC155 on the access to works plan
District of Breckland	Vehicular access from Bushy Common via private track to the North & West marked point at AC156 on the access to works plan
District of Breckland	Vehicular access from Bushy Common via private track to the South & West marked point at AC157 on the access to works plan
District of Breckland	Vehicular access from Bushy Common via private track to the West marked point at AC158 on the access to works plan
District of Breckland	Vehicular access from Road from A47 to Bushy Common to the West marked point at AC159 on the access to works plan
District of Breckland	Vehicular access from Dale road to the West marked point at AC160 on the access to works plan
District of Breckland	Vehicular access from Dale Road to the North & South marked point at AC161 on the access to works plan
District of Breckland	Vehicular access from Dereham road to the North marked point at AC162 on the access to works plan
District of Breckland	Vehicular access from Dale Road to the East & West marked point at AC163 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Breckland	Vehicular access from Dereham Road to the North & South marked point at AC164 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane via private track to the North marked point at AC165 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane to the North marked point at AC166 on the access to works plan
District of Breckland	Vehicular access from Bradenham Lane via private track to the North marked point at AC167 on the access to works plan
District of Breckland	Vehicular access from Hulver Street to the East & West marked point at AC168 on the access to works plan
District of Breckland	Vehicular access from Haggards Way via private track to the North marked point at AC169 on the access to works plan
District of Breckland	Vehicular access from Haggards Way to the East & West marked point at AC170 on the access to works plan
District of Breckland	Vehicular access from Haggards Way via private track to the West marked point at AC171 on the access to works plan
District of Breckland	Vehicular access from Goggles Lane via private track to the East & West marked point at AC172 on the access to works plan
District of Breckland	Vehicular access from Goggles Lane via private track to the East & West marked point at AC173 on the access to works plan
District of Breckland	Vehicular access from Goggles Lane to the South marked point at AC174 on the access to works plan
District of Breckland	Vehicular access from Lodge Lane via private track marked point at AC175 on the access to works plan
District of Breckland	Vehicular access from A47 via private track to the East & West marked point at AC176 on the access to works plan
District of Breckland	Vehicular access from A47 via private track to the East & West marked point at AC177 on the access to works plan
District of Breckland	Vehicular access from A47 to the East marked point at AC178 on the access to works plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Breckland	Vehicular access from A47 via private track to the North marked point at AC179 on the access to works plan
District of Breckland	Vehicular access from A47 to the East & West marked point at AC180 on the access to works plan

SCHEDULE 6

Article 20

Land in which only New Rights etc., may be acquired

PART 1

Scenario 1

**Commencement Information**

**194** Sch. 6 Pt. 1 in force at 1.1.2022, see [art. 1](#)

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
Landfall  Plots 01/01, 01/02, 01/03, 01/04, 01/05, 01/06, 01/07, 01/08, 01/09, 01/10, 01/11, 01/13, 01/17, 01/18, 01/19, 01/20, 02/01, 02/02 and 02/03	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <ul style="list-style-type: none"> <li>(a) construct, lay and install by way of pull-through within the cable ducts and jointing works, repair, renew, upgrade, inspect, remove and replace underground electrical cables and ducts, including pulling underground electrical cables and other apparatus through existing ducts, together with such telemetry and fibre optic lines, structures, jointing bays, ducting and other apparatus, protection and safety measures and equipment which is ancillary to the purposes of transmitting electricity along such electrical cables (which collectively for the purposes of this schedule are referred to as the “cables”);</li> <li>(b) effect access to offshore apparatus and carry out works for the purposes of construction, installation, operation, maintenance and</li> </ul>

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

- decommissioning of the parts of the authorised project that communicate between the onshore and offshore elements of the authorised project;
- (c) install, retain, and connect apparatus to connect onshore transmission apparatus to offshore transmission apparatus;
  - (d) enter and be upon the land and remain with or without plant, vehicles, vessels, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables, or use of the cables, cable ducts and jointing works;
  - (e) retain and use the cables, cable ducts and jointing works for the purpose of the transmission of telecommunications and electricity;
  - (f) pass and repass with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying down, installing, adjusting, altering, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
  - (g) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
  - (h) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;
  - (i) retain and maintain existing hardstandings and lay down, use, repair, alter and remove

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<p>hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;</p> <p>(j) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);</p> <p>(k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduit or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers); and</p> <p>(l) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass.</p>
<p>Access tracks</p> <p>Plots 01/14, 01/15, 01/16, 02/06, 02/07, 02/08, 02/10, 02/15, 02/17, 02/20, 03/03, 03/12, 04/04, 05/02, 05/05, 05/09, 05/11, 06/06, 06/08, 06/09, 06/11, 06/13, 07/02, 07/05, 07/07, 07/08, 07/12, 08/03, 08/04, 08/06, 08/12, 09/06, 09/09, 09/10, 09/13, 09/14, 10/07, 10/08, 10/09, 11/02, 11/04, 11/07, 11/08, 11/11, 11/15, 12/01, 12/07, 12/09, 13/01, 13/04, 13/06, 13/07, 13/12, 14/01, 14/06, 14/11, 14/13, 14/16, 14/19, 14/22, 14/24, 15/08, 15/10, 15/12, 15/14, 16/01, 16/02, 16/04, 16/06, 16/07, 16/11, 16/14, 17/06, 18/06, 18/07, 18/09, 18/10, 18/11, 18/12, 19/01, 19/02, 19/03, 19/06, 19/08, 19/09, 20/04, 20/05, 20/08, 20/11, 20/18, 21/04, 21/05, 21/07, 21/09, 21/12, 21/13, 21/14, 21/15, 21/16, 22/02, 22/08, 22/09, 22/10, 22/11, 22/16, 23/02, 24/02, 24/03, 24/06, 24/07, 24/13, 24/14, 24/15, 24/17, 24/18, 25/01, 25/03, 25/05, 26/02, 26/04, 26/05, 26/06, 26/08, 26/10, 26/11, 26/13, 27/02, 27/04, 27/06, 27/13, 28/04, 28/05, 29/05, 29/07, 29/09, 29/10, 29/12, 30/02, 30/03, 30/04, 30/05, 30/06, 30/10, 30/11, 31/02, 31/03, 31/04, 31/05, 32/02, 32/03, 32/06, 32/09, 32/12, 32/13, 32/14, 32/15, 33/02, 33/03, 33/04, 33/12, 34/03, 34/04, 34/08, 34/09, 34/10, 34/11, 34/13, 35/11, 35/12, 36/02, 36/05, 36/06, 36/08, 36/09, 36/10, 36/11, 36/14, 36/15, 36/16, 36/17, 36/21,</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;</p> <p>(b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;</p> <p>(c) retain, maintain and use temporary supporting or protective structures and erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;</p>

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(1) Number of land shown on land plan  
37/05, 37/13, 37/14, 38/02, 38/03, 38/05,  
38/06, 38/08, 38/12, 39/04, 39/05, 39/06,  
39/07, 39/15, 39/16, 40/02, 40/03, 41/05,  
41/08, 41/10, 41/11, 41/13, 41/14b

and 41/16.

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(2) Purpose for which rights may be acquired

- (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
- (e) retain and maintain existing temporary permissive paths and lay out temporary permissive paths for public use (if applicable);
- (f) effect access and egress to and from the highway;
- (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
- (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal works are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights); and
- (i) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.

“adjoining land” for the purposes of this paragraph 1 means such other parts of the land within the Order limits required for the authorised project.

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Full cable rights

Plots 01/11, 01/12, 01/13, 02/03, 02/04, 02/05,  
02/09, 02/12, 02/14, 02/18, 02/21, 02/22,  
02/23, 03/01, 03/02, 03/04, 03/05, 03/07,  
03/08, 03/11, 03/13, 04/01, 04/02, 04/03, 04/05,  
04/08, 04/10, 04/12, 05/01, 05/04, 05/06,  
05/08, 05/10, 06/01, 06/03, 06/14, 07/01,  
07/04, 07/06, 07/10, 08/02, 08/08, 08/13,  
08/17, 08/20, 08/23, 09/03, 09/07, 09/08,

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1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the



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<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
<p>09/12, 09/16, 10/02, 10/05, 10/14, 10/16, 10/17, 11/01, 11/05, 11/06, 11/09, 11/12, 11/14, 12/02, 12/04, 12/06, 13/02, 13/08, 13/10, 13/11, 13/13, 14/02, 14/05, 14/07, 14/09, 14/15, 14/20, 14/27, 15/02, 15/05, 15/07, 15/13, 15/15, 16/03, 16/08, 16/09, 16/10, 16/13, 17/01, 17/02, 17/03, 17/04, 17/07, 18/01, 18/04, 18/05, 18/08, 18/13, 18/14, 19/04, 19/07, 20/01, 20/03, 20/07, 20/10, 20/17, 20/20, 21/01, 21/08, 22/01, 22/04, 22/06, 22/07, 22/12, 22/13, 22/14, 23/01, 23/05, 23/06, 23/08, 23/09, 23/11, 23/13, 23/14, 24/01, 24/04, 24/08, 24/11, 24/19, 25/02, 25/06, 25/07, 26/01, 26/03, 26/14, 26/07, 26/09, 26/14, 26/15, 27/01, 27/07, 27/09, 27/11, 27/15, 27/16, 28/01, 29/02, 29/08, 29/13, 30/01, 30/07, 30/08, 30/12, 31/01, 31/07, 31/09, 31/11, 31/13, 32/01, 32/05, 32/07, 32/08, 32/11, 33/01, 33/08, 33/14, 33/16, 34/01, 34/07, 35/01, 35/07, 35/16, 36/01, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/09, 37/16, 37/18, 37/22, 38/01, 38/04, 38/09, 38/11, 39/01, 39/02, 39/09, 39/10, 39/12, 39/13, 40/01, 40/04, 40/11, 40/12, 40/12b, 40/14, 40/13a, 40/22a, 40/24a, 40/24c, 40/24d, 41/03a, 41/03c, 41/06a, 41/06b, 41/06c, 41/25a and 41/22.</p>	<p>cables by way of pull-through within the cable ducts and jointing works;</p> <p>(b) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</p> <p>(c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;</p> <p>(d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;</p> <p>(e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables, or use of the cable ducts and jointing works;</p> <p>(f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;</p> <p>(g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;</p> <p>(h) install and maintain cable marker posts to identify the location of the cables, cable ducts and jointing works</p>

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired as required for routine integrity testing;

- (i) remove, store and stockpile materials (including excavated material) within the Order land;
- (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
- (l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables, cable ducts and jointing works;
- (o) carry out environmental mitigation, remediation and enhancement works;
- (p) install, construct, use and remove temporary welfare facilities during any periods of construction, maintenance, repair, replacement, renewal, upgrade and removal of the cables, cable ducts and jointing works;
- (q) when the cables are temporarily unusable, to lay down, install,

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*(1) Number of land shown on land plan*

*(2) Purpose for which rights may be acquired*  
use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and

(r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.

2. The right to enter and remain on the land for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project, and to—

- (a) enter upon the land and to create temporary secure areas;
- (b) place equipment on the land, including portakabins and welfare equipment;
- (c) store plant, materials and equipment;
- (d) create car parking sites, site offices, site areas for temporary security and welfare facilities;
- (e) effect access and egress to and from the highway;
- (f) create fuel storage and banded facilities for the storage of materials ancillary to the implementation of the authorised project; and
- (g) access the underground electrical cables, cable ducts and jointing works and any other land used or to be used in connection with the installation and use of the underground electrical cables, cable ducts and jointing works, over the temporary secure area within the land, for purposes in connection with the installation and use of the underground electrical cables.

3. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;
- (c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;
- (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
- (e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (f) effect access and egress to and from the highway;
- (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
- (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired following the exercise of the rights); and

- (i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts. “adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.

4. A restrictive covenant over the land for the benefit of the remainder of the Order land to—

- (a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations, footings or other supportive structures thereto);
- (b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);
- (c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the Order land;
- (d) prevent the planting or growing within the Order land of any trees,

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<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
Main Construction Access Plots 40/19, 40/25, 40/29, 40/30 and 42/01.	<p>shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and</p> <p>(e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is reasonably foreseeable may interfere with the exercise of the other rights set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.</p> <hr/> <p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;</p> <p>(b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;</p> <p>(c) retain, maintain and use temporary supporting or protective structures and erect temporary supporting or protective structures (including the bridging over or protection</p>

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<p>of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;</p> <p>(d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;</p> <p>(e) retain and maintain existing temporary permissive paths and lay out temporary permissive paths for public use (if applicable);</p> <p>(f) effect access and egress to and from the highway;</p> <p>(g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;</p> <p>(h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal works are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights); and</p> <p>(i) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.</p> <p>“adjoining land” for the purposes of this paragraph 1 means such other parts of the land within the Order limits required for the authorised project.</p>
<p>Crossings required to be undertaken by trenchless crossing</p> <p>Plots 06/05, 08/19, 22/15, 35/04, 35/05, 35/13, 37/01 and 37/07.</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p>

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

- (a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of pull-through within the cable ducts and jointing works;
- (b) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;
- (c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
- (d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
- (e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables, or use of the cable ducts and jointing works;
- (f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
- (g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

- (h) install and maintain cable marker posts to identify the location of the cables, cable ducts and jointing works as required for routine integrity testing;
- (i) remove, store and stockpile materials (including excavated material) within the Order land;
- (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
- (l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables, cable ducts and jointing works;
- (o) carry out environmental mitigation, remediation and enhancement works;
- (p) install, construct, use and remove temporary welfare facilities during any periods of construction, maintenance, repair, replacement, renewal, upgrade and removal of

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired the cables, cable ducts and jointing works;

- (q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and
- (r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.

2. The right to enter and remain on the land for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project, and to—

- (a) enter upon the land and to create temporary secure areas;
- (b) place equipment on the land, including portakabins and welfare equipment;
- (c) store plant, materials and equipment;
- (d) create car parking sites, site offices, site areas for temporary security and welfare facilities;
- (e) effect access and egress to and from the highway;
- (f) create fuel storage and banded facilities for the storage of materials ancillary to the implementation of the authorised project; and
- (g) access the underground electrical cables, cable ducts and jointing works and any other land used or to be used in connection with the installation and use of the underground electrical cables, cable ducts and jointing works, over the temporary secure area within the land, for purposes in connection with the installation and use of the underground electrical cables.

3. The right to enter onto and remain on the land for the purposes of construction,

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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*(1) Number of land shown on land plan*

*(2) Purpose for which rights may be acquired installation, operation, maintenance and decommissioning of the authorised project and to—*

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;
- (c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;
- (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
- (e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (f) effect access and egress to and from the highway;
- (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
- (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired the replacement or re-instatement of the fences, hedges or other barriers following the exercise of the rights); and

- (i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.
- (j) “adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.

4. A restrictive covenant over the land for the benefit of the remainder of the Order land to—

- (a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations, footings or other supportive structures thereto);
- (b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);
- (c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired relation to their apparatus within the Order land;</i>
	<ul style="list-style-type: none"> <li>(d) prevent the planting or growing within the Order land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and</li> <li>(e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is reasonably foreseeable may interfere with the exercise of the other rights set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.</li> </ul>
<p>Minor crossings inc. highway</p> <p>Plots 02/11, 02/13, 02/16, 02/19, 03/06, 03/09, 03/10, 04/09, 04/11, 05/03, 05/07, 06/02, 06/04, 06/10, 07/03, 07/09, 08/05, 08/15, 08/21, 09/11, 09/15, 10/01, 10/15, 11/03, 11/10, 11/13, 12/03, 12/05, 13/05, 13/09, 14/03, 14/04, 14/12, 14/26, 15/11, 16/05, 16/12, 17/05, 18/02, 19/05, 20/02, 20/06, 20/09, 20/19, 21/03, 22/03, 22/05, 23/03, 24/05, 24/16, 25/04, 26/12, 27/05, 27/08, 27/10, 27/14, 28/02, 29/11, 30/09, 31/06, 31/08, 31/12, 32/04, 32/10, 33/11, 33/15, 34/05, 34/06, 35/06, 35/15, 36/03, 37/11, 37/17, 37/19, 37/21, 38/07 and 39/03.</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <ul style="list-style-type: none"> <li>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of pull-through within the cable ducts and jointing works;</li> <li>(b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</li> <li>(c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using,</li> </ul>

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*(1) Number of land shown on land plan*

*(2) Purpose for which rights may be acquired*  
maintaining, repairing, replacing,  
renewing, upgrading, inspecting and  
removing the cables and cable ducts;

- (d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;
- (e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;
- (f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
- (g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and cable ducts;
- (h) install and maintain cable marker posts to identify the location of the cables and cable ducts as required for routine integrity testing;
- (i) remove store and stockpile materials (including excavated material) within the Order land;
- (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
<p>Minor crossings inc. highway to be undertaken by trenchless crossing</p> <p>Plots 08/10, 10/11, 12/10, 14/18, 19/05, 28/03, 28/08, 35/03 and 35/09.</p>	<ul style="list-style-type: none"> <li>(k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);</li> <li>(l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;</li> <li>(m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);</li> <li>(n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables and cable ducts;</li> <li>(o) carry out environmental mitigation, remediation and enhancement works;</li> <li>(p) install, construct, use and remove temporary welfare facilities during any periods of maintenance, repair, replacement, renewal, upgrade and removal of the cables and cable ducts;</li> <li>(q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and</li> <li>(r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.</li> </ul> <p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <ul style="list-style-type: none"> <li>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the</li> </ul>

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired  
cables by way of pull-through within the cable ducts and jointing works;

- (b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;
- (c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;
- (d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;
- (e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;
- (f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
- (g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and cable ducts;
- (h) install and maintain cable marker posts to identify the location of the cables and cable ducts as required for routine integrity testing;
- (i) remove store and stockpile materials (including excavated material) within the Order land;



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

- (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
- (l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables and cable ducts;
- (o) carry out environmental mitigation, remediation and enhancement works;
- (p) install, construct, use and remove temporary welfare facilities during any periods of maintenance, repair, replacement, renewal, upgrade and removal of the cables and cable ducts;
- (q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
Major crossings (railway, dual carriageway)  Plots 10/04, 15/03, 15/04, 23/07, 24/10, 33/06, 37/02, 37/08 and 37/20	<p data-bbox="868 383 1351 510">(r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project</p> <p data-bbox="801 524 1351 680">1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <ul data-bbox="868 696 1351 1570" style="list-style-type: none"><li data-bbox="868 696 1351 853">(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of pull-through within the cable ducts and jointing works;</li><li data-bbox="868 869 1351 1055">(b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</li><li data-bbox="868 1070 1351 1256">(c) enter the land with or without machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;</li><li data-bbox="868 1272 1351 1391">(d) retain and use the cables for the purposes of the transmission of telecommunications and electricity; and</li><li data-bbox="868 1406 1351 1570">(e) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers).</li></ul>

## PART 2

### Scenario 2

#### Commencement Information

**I95** Sch. 6 Pt. 2 in force at 1.1.2022, see [art. 1](#)

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
Landfall	1. The right to enter onto and remain on the land for the purposes of construction,

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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<p><i>(1) Number of land shown on land plan</i> Plots 01/01, 01/02, 01/03, 01/04, 01/05, 01/06, 01/07, 01/08, 01/09, 01/10, 01/11, 01/13, 01/17, 01/18, 01/19, 01/20, 02/01, 02/02 and 02/03</p>	<p><i>(2) Purpose for which rights may be acquired</i> installation, operation, maintenance and decommissioning of the authorised project and to—</p> <ul style="list-style-type: none"><li>(a) construct, lay and install by way of drilling and / or trenching and repair, renew, upgrade, inspect, remove and replace underground electrical cables and ducts, jointing works including transition joint bays and other apparatus together with such telemetry and fibre optic lines, structures, ducting and other apparatus, protection and safety measures and equipment which is ancillary to the purposes of transmitting electricity along such electrical cables (which collectively for the purposes of this schedule are referred to as the “cables”);</li><li>(b) effect access to offshore apparatus and carry out works for the purposes of construction, installation, operation, maintenance and decommissioning of the parts of the authorised project that communicate between the onshore and offshore elements of the authorised project;</li><li>(c) install, retain, and connect apparatus to connect onshore transmission apparatus to offshore transmission apparatus;</li><li>(d) enter and be upon the land and remain with or without plant, vehicles, vessels, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables, or use of the cables, cable ducts and jointing works;</li><li>(e) retain and use the cables, cable ducts and jointing works for the purpose of the transmission of telecommunications and electricity;</li><li>(f) pass and repass with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying down, installing, adjusting, altering, using, maintaining, repairing, renewing, upgrading, inspecting, removing and</li></ul>
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<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
Access tracks  Plots 01/14, 01/15, 01/16, 02/06, 02/07, 02/08, 02/10, 02/15, 02/17, 02/20, 03/03, 03/12, 04/04, 05/02, 05/05, 05/09, 05/11, 06/06, 06/08, 06/09, 06/11, 06/13, 07/02, 07/05, 07/07, 07/08, 07/12,	replacing the cables, cable ducts and jointing works;  (g) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;  (h) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;  (i) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;  (j) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);  (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduit or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers); and  (l) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass.
1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—	

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
08/03, 08/04, 08/06, 08/12, 09/06, 09/09, 09/10, 09/13, 09/14, 10/07, 10/08, 10/09, 11/02, 11/04, 11/07, 11/08, 11/11, 11/15, 12/01, 12/07, 12/09, 13/01, 13/04, 13/06, 13/07, 13/12, 14/01, 14/06, 14/11, 14/13, 14/16, 14/19, 14/22, 14/24, 15/08, 15/10, 15/12, 15/14, 16/01, 16/02, 16/04, 16/06, 16/07, 16/11, 16/14, 17/06, 18/06, 18/07, 18/09, 18/10, 18/11, 18/12, 19/01, 19/02, 19/03, 19/06, 19/08, 19/09, 20/04, 20/05, 20/08, 20/11, 20/18, 21/04, 21/05, 21/07, 21/09, 21/12, 21/13, 21/14, 21/15, 21/16, 22/02, 22/08, 22/09, 22/10, 22/11, 22/16, 23/02, 24/02, 24/03, 24/06, 24/07, 24/13, 24/14, 24/15, 24/17, 24/18, 25/01, 25/03, 25/05, 26/02, 26/04, 26/05, 26/06, 26/08, 26/10, 26/11, 26/13, 27/02, 27/04, 27/06, 27/13, 28/04, 28/05, 29/05, 29/07, 29/09, 29/10, 29/12, 30/02, 30/03, 30/04, 30/05, 30/06, 30/10, 30/11, 31/02, 31/03, 31/04, 31/05, 32/02, 32/03, 32/06, 32/09, 32/12, 32/13, 32/14, 32/15, 33/02, 33/03, 33/04, 33/12, 34/03, 34/04, 34/08, 34/09, 34/10, 34/11, 34/13, 35/11, 35/12, 36/02, 36/05, 36/06, 36/08, 36/09, 36/10, 36/11, 36/14, 36/15, 36/16, 36/17, 36/21, 37/05, 37/13, 37/14, 38/02, 38/03, 38/05, 38/06, 38/08, 38/12, 39/04, 39/05, 39/06, 39/07, 39/15, 39/16, 40/02, 40/03, 41/05, 41/08, 41/10, 41/11, 41/13, 41/16	<ul style="list-style-type: none"> <li>(a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;</li> <li>(b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;</li> <li>(c) retain, maintain and use temporary supporting or protective structures and erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;</li> <li>(d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;</li> <li>(e) retain and maintain existing temporary permissive paths and lay out temporary permissive paths for public use (if applicable);</li> <li>(f) effect access and egress to and from the highway;</li> <li>(g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;</li> <li>(h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal works are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary</li> </ul>
and 41/22.	

(1) Number of land shown on land plan	(2) Purpose for which rights may be acquired
Full cable rights	<p>stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights); and</p> <p>(i) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.</p> <p>“adjoining land” for the purposes of this paragraph 1 means such other parts of the land within the Order limits required for the authorised project.</p>
<p>Plots 01/11, 01/12, 01/13, 02/03, 02/04, 02/05, 02/09, 02/12, 02/14, 02/18, 02/21, 02/22, 02/23, 03/01, 03/02, 03/04, 03/05, 03/07, 03/08, 03/11, 03/13, 04/01, 04/02, 04/03, 04/05, 04/08, 04/10, 04/12, 05/01, 05/04, 05/06, 05/08, 05/10, 06/01, 06/03, 06/14, 07/01, 07/04, 07/06, 07/10, 08/02, 08/08, 08/13, 08/17, 08/20, 08/23, 09/03, 09/07, 09/08, 09/12, 09/16, 10/02, 10/05, 10/14, 10/16, 10/17, 11/01, 11/05, 11/06, 11/09, 11/12, 11/14, 12/02, 12/04, 12/06, 13/02, 13/08, 13/10, 13/11, 13/13, 14/02, 14/05, 14/07, 14/09, 14/15, 14/20, 14/27, 15/02, 15/05, 15/07, 15/13, 15/15, 16/03, 16/08, 16/09, 16/10, 16/13, 17/01, 17/02, 17/03, 17/04, 17/07, 18/01, 18/04, 18/05, 18/08, 18/13, 18/14, 19/04, 19/07, 20/01, 20/03, 20/07, 20/10, 20/17, 20/20, 21/01, 21/08, 22/01, 22/04, 22/06, 22/07, 22/12, 22/13, 22/14, 23/01, 23/05, 23/06, 23/08, 23/09, 23/11, 23/13, 23/14, 24/01, 24/04, 24/08, 24/11, 24/19, 25/02, 25/06, 25/07, 26/01, 26/03, 26/07, 26/09, 26/14, 26/15, 27/01, 27/07, 27/09, 27/11, 27/15, 27/16, 28/01, 29/02, 29/08, 29/13, 30/01, 30/07, 30/08, 30/12, 31/01, 31/07, 31/09, 31/11, 31/13, 32/01, 32/05, 32/07, 32/08, 32/11, 33/01, 33/08, 33/14, 33/16, 34/01, 34/07, 35/01, 35/07, 35/16, 36/01, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/09, 37/16, 37/18, 37/22, 38/01, 38/04, 38/09, 38/11, 39/01, 39/02, 39/09, 39/10, 39/12, 39/13, 40/01, 40/04, 40/11, 40/12, 40/14, 40/15a, 40/15b, 40/23, 40/26, 40/27, 40/31, 40/33a, 41/01a, 41/03, 41/03a, 41/03b, 41/05, 41/14, 41/14a, 41/14b, 41/14c, 41/14d, 41/14e, 41/15, 41/15a, 41/23, 41/23a, 41/24,</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of drilling and / or trenching;</p> <p>(b) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</p> <p>(c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;</p> <p>(d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and</p>

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<p>(1) Number of land shown on land plan 41/25, 41/28, 41/30b, 41/30c, 41/30d, 41/33 and 41/40.</p>	<p>(2) Purpose for which rights may be acquired removing the cables, cable ducts and jointing works;</p> <ul style="list-style-type: none"> <li>(e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables, or use of the cable ducts and jointing works;</li> <li>(f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;</li> <li>(g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;</li> <li>(h) install and maintain cable marker posts to identify the location of the cables, cable ducts and jointing works as required for routine integrity testing;</li> <li>(i) remove, store and stockpile materials (including excavated material) within the Order land;</li> <li>(j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);</li> <li>(k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);</li> </ul>
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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

- (l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables, cable ducts and jointing works;
- (o) carry out environmental mitigation, remediation and enhancement works;
- (p) install, construct, use and remove temporary welfare facilities during any periods of construction, maintenance, repair, replacement, renewal, upgrade and removal of the cables, cable ducts and jointing works;
- (q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and
- (r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.

2. The right to enter and remain on the land for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project, and to—

- (a) enter upon the land and to create temporary secure areas;
- (b) place equipment on the land, including portakabins and welfare equipment;
- (c) store plant, materials and equipment;



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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(1) *Number of land shown on land plan*

(2) *Purpose for which rights may be acquired*

- (d) create car parking sites, site offices, site areas for temporary security and welfare facilities;
- (e) effect access and egress to and from the highway;
- (f) create fuel storage and bunded facilities for the storage of materials ancillary to the implementation of the authorised project; and
- (g) access the underground electrical cables, cable ducts and jointing works and any other land used or to be used in connection with the installation and use of the underground electrical cables, cable ducts and jointing works, over the temporary secure area within the land, for purposes in connection with the installation and use of the underground electrical cables.

3. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;
- (c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

- (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
- (e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (f) effect access and egress to and from the highway;
- (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
- (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the exercise of the rights); and
- (i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.

“adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.

4. A restrictive covenant over the land for the benefit of the remainder of the Order land to—

- (a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations,

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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*(1) Number of land shown on land plan*

*(2) Purpose for which rights may be acquired*  
footings or other supportive structures thereto);

- (b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);
- (c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the Order land;
- (d) prevent the planting or growing within the Order land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and
- (e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is reasonably foreseeable may interfere with the exercise of the other rights

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.</i>
Crossings required to be undertaken by trenchless crossing  Plots 06/05, 08/19, 22/15, 35/04, 35/05, 35/13, 37/01 and 37/07.	1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—  (a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of horizontal drilling or other trenchless techniques;  (b) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;  (c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;  (d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;  (e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables, or use of the cable ducts and jointing works;

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

- (f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
- (g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;
- (h) install and maintain cable marker posts to identify the location of the cables, cable ducts and jointing works as required for routine integrity testing;
- (i) remove, store and stockpile materials (including excavated material) within the Order land;
- (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
- (l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install,

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables, cable ducts and jointing works;

- (o) carry out environmental mitigation, remediation and enhancement works;
- (p) install, construct, use and remove temporary welfare facilities during any periods of construction, maintenance, repair, replacement, renewal, upgrade and removal of the cables, cable ducts and jointing works;
- (q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and
- (r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.

2. The right to enter and remain on the land for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project, and to—

- (a) enter upon the land and to create temporary secure areas;
- (b) place equipment on the land, including portakabins and welfare equipment;
- (c) store plant, materials and equipment;
- (d) create car parking sites, site offices, site areas for temporary security and welfare facilities;
- (e) effect access and egress to and from the highway;
- (f) create fuel storage and banded facilities for the storage of materials ancillary to the implementation of the authorised project; and

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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*(1) Number of land shown on land plan*

*(2) Purpose for which rights may be acquired*

- (g) access the underground electrical cables, cable ducts and jointing works and any other land used or to be used in connection with the installation and use of the underground electrical cables, cable ducts and jointing works, over the temporary secure area within the land, for purposes in connection with the installation and use of the underground electrical cables.

3. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;
- (c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;
- (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
- (e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

- (f) effect access and egress to and from the highway;
- (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
- (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the exercise of the rights); and
- (i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.
- (j) “adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.

4. A restrictive covenant over the land for the benefit of the remainder of the Order land to—

- (a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations, footings or other supportive structures thereto);
- (b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
Minor crossings inc. highway	<p>withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);</p> <p>(c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the Order land;</p> <p>(d) prevent the planting or growing within the Order land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and</p> <p>(e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is reasonably foreseeable may interfere with the exercise of the other rights set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.</p> <p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and</p>

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
Plots 02/11, 02/13, 02/16, 02/19, 03/06, 03/09, 03/10, 04/09, 04/11, 05/03, 05/07, 06/02, 06/04, 06/10, 07/03, 07/09, 08/05, 08/07, 08/15, 08/21, 09/11, 09/15, 10/01, 10/15, 11/03, 11/10, 11/13, 12/03, 12/05, 13/05, 13/09, 14/03, 14/04, 14/12, 14/26, 15/11, 16/05, 16/12, 17/05, 18/02, 20/02, 20/06, 20/09, 20/19, 21/03, 22/03, 22/05, 23/03, 24/05, 24/16, 25/04, 26/12, 27/05, 27/08, 27/10, 27/14, 28/02, 29/11, 30/09, 31/06, 31/08, 31/12, 32/04, 32/10, 33/09, 33/11, 33/15, 34/05, 34/06, 35/06, 35/15, 36/03, 37/11, 37/17, 37/19, 37/21, 38/07, 39/03	decommissioning of the authorised project and to—
and 41/05.	<ul style="list-style-type: none"><li data-bbox="869 448 1343 616">(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of drilling and / or trenching;</li><li data-bbox="869 627 1343 817">(b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</li><li data-bbox="869 828 1343 1086">(c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;</li><li data-bbox="869 1097 1343 1377">(d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;</li><li data-bbox="869 1388 1343 1612">(e) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;</li><li data-bbox="869 1624 1343 1713">(f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;</li><li data-bbox="869 1724 1343 1948">(g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and cable ducts;</li><li data-bbox="869 1960 1343 2024">(h) install and maintain cable marker posts to identify the location of the</li></ul>

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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*(1) Number of land shown on land plan*

*(2) Purpose for which rights may be acquired*  
cables and cable ducts as required for routine integrity testing;

- (i) remove store and stockpile materials (including excavated material) within the Order land;
- (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
- (l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables and cable ducts;
- (o) carry out environmental mitigation, remediation and enhancement works;
- (p) install, construct, use and remove temporary welfare facilities during any periods of maintenance, repair, replacement, renewal, upgrade and removal of the cables and cable ducts;

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
Minor crossings inc. highway required to be undertaken by trenchless crossing  Plots 08/10, 10/11, 12/10, 14/18, 19/05, 28/03, 28/08, 35/03, 35/08 and 35/09.	<p>(q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and</p> <p>(r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.</p> <hr/> <p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of horizontal drilling or other trenchless techniques;</p> <p>(b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</p> <p>(c) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;</p> <p>(d) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables and cable ducts;</p> <p>(e) enter and be upon the land and remain with or without plant,</p>

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables and cable ducts;

- (f) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
- (g) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and cable ducts;
- (h) install and maintain cable marker posts to identify the location of the cables and cable ducts as required for routine integrity testing;
- (i) remove store and stockpile materials (including excavated material) within the Order land;
- (j) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);
- (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
- (l) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (m) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);

(1) Number of land shown on land plan	(2) Purpose for which rights may be acquired
<p>Major crossings (railway, dual carriageway)</p> <p>Plots 10/04, 15/03, 15/04, 23/07, 24/10, 33/06, 35/02, 37/02, 37/08 and 37/20</p>	<ul style="list-style-type: none"> <li>(n) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables and cable ducts;</li> <li>(o) carry out environmental mitigation, remediation and enhancement works;</li> <li>(p) install, construct, use and remove temporary welfare facilities during any periods of maintenance, repair, replacement, renewal, upgrade and removal of the cables and cable ducts;</li> <li>(q) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and</li> <li>(r) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project</li> </ul> <hr/> <p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <ul style="list-style-type: none"> <li>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of horizontal drilling or other trenchless techniques;</li> <li>(b) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</li> <li>(c) enter the land with or without machinery, apparatus and equipment which is ancillary to the purposes</li> </ul>

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i>
	<p>of transmitting electricity and telecommunications along the cables and cable ducts;</p> <p>(d) retain and use the cables for the purposes of the transmission of telecommunications and electricity; and</p> <p>(e) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers).</p>
<p>Balancing pond works</p> <p>Plots 41/23, 41/23a, 41/24 and 41/25</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) with or without vehicles, plant and equipment to enter the land to construct the authorised project and thereafter to use, retain, inspect, maintain, repair, alter, renew and replace or remove the authorised project;</p> <p>(b) with or without vehicles, plant and equipment to enter the land to construct or modify drainage apparatus, flood works, water attenuation works or other works, and to construct in, on, over or under the land drains, conduits or pipes to allow existing attenuation works to communicate with the authorised project;</p> <p>(c) with or without vehicles, plant and equipment to enter the land to fell, trim or lop trees and bushes which may obstruct or interfere with the rights exercised by the undertaker;</p> <p>(d) with or without vehicles, plant and equipment to enter the land to access any adjoining land for the purposes of the authorised project;</p> <p>(e) with or without vehicles, plant and equipment to enter the land to exercise the rights over and across any access route; and</p>

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

- (f) to carry out any activities ancillary or incidental thereto.

2. A restrictive covenant over the land for the benefit of the remainder of the Order land to—

- (a) prevent anything to be done in or upon the Order land or any part thereof for the purpose of the erection of any buildings or construction or erection of works of any kind (including the foundations, footings or other supportive structures thereto);
- (b) prevent anything to be done by way of hard surfacing of the Order land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);
- (c) prevent mole draining or anything to be done by way of excavation of any kind in the Order land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the Order land;
- (d) prevent the planting or growing within the Order land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access



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<i>(1) Number of land shown on land plan</i>	<i>(2) Purpose for which rights may be acquired</i> the relevant part of the authorised project) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker; and  (e) prevent anything to be done in or upon the Order land or any part thereof which shall or which it is reasonably foreseeable may interfere with the exercise of the other rights set out in this Schedule or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto..
<p>Connection into cable sealing ends</p> <p>Plot 41/33.</p>	<p>1. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—</p> <p>(a) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove the cables by way of drilling and / or trenching or by over ground construction;</p> <p>(b) construct, lay and install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect and remove any apparatus necessary to connect the cables into cable sealing ends and to facilitate the connection to electrical apparatus;</p> <p>(c) construct, install, use, retain, maintain, inspect, modify, improve, adjust, repair, extend, test, cleanse, and remove temporary or permanent drainage and manage waterflows in any drains, watercourse and culverts;</p> <p>(d) pass and repass, with or without vehicles, plant, equipment, materials and machinery for the purposes of constructing, laying, installing, adjusting, altering, using, maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;</p>

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

- (e) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of constructing, laying, installing, adjusting, altering, using maintaining, repairing, replacing, renewing, upgrading, inspecting and removing the cables, cable ducts and jointing works;
- (f) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity and telecommunications along the cables, or use of the cable ducts and jointing works;
- (g) retain and use the cables for the purposes of the transmission of telecommunications and electricity;
- (h) place and use plant, machinery and temporary structures within the land for the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables, cable ducts and jointing works;
- (i) install and maintain cable marker posts to identify the location of the cables, cable ducts and jointing works as required for routine integrity testing;
- (j) remove, store and stockpile materials (including excavated material) within the Order land;
- (k) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or reinstatement of the fences, hedges or other barriers following the end of each period of the exercise of the rights);

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

- (l) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables, conduits or apparatus (including the pipes, cables, conduits or apparatus of statutory undertakers);
- (m) carry out works to lop, fell, cut or coppice trees or remove roots of trees or hedges or shrubs;
- (n) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (o) remove archaeological artefacts where they would prevent or cause it to be materially more difficult or expensive to construct, lay, install, adjust, alter, use, maintain, repair, replace, renew, upgrade, inspect or remove the cables, cable ducts and jointing works;
- (p) carry out environmental mitigation, remediation and enhancement works;
- (q) install, construct, use and remove temporary welfare facilities during any periods of construction, maintenance, repair, replacement, renewal, upgrade and removal of the cables, cable ducts and jointing works;
- (r) when the cables are temporarily unusable, to lay down, install, use, maintain and inspect on the surface of the land electric lines, telecommunications, ancillary equipment and associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and
- (s) place temporarily and use plant, machinery and structures on the land in connection with the lighting of the land and the authorised project.

2. The right to enter and remain on the land for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project, and to—

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(1) Number of land shown on land plan

(2) Purpose for which rights may be acquired

- (a) enter upon the land and to create temporary secure areas;
- (b) place equipment on the land, including portakabins and welfare equipment;
- (c) store plant, materials and equipment;
- (d) create car parking sites, site offices, site areas for temporary security and welfare facilities;
- (e) effect access and egress to and from the highway;
- (f) create fuel storage and bunded facilities for the storage of materials ancillary to the implementation of the authorised project; and
- (g) access the underground electrical cables, cable ducts and jointing works and any other land used or to be used in connection with the installation and use of the underground electrical cables, cable ducts and jointing works, over the temporary secure area within the land, for purposes in connection with the installation and use of the underground electrical cables.

3. The right to enter onto and remain on the land for the purposes of construction, installation, operation, maintenance and decommissioning of the authorised project and to—

- (a) pass and repass with or without vehicles, plant, equipment, materials and machinery to access adjoining land and highway for the purposes of laying, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the cables, cable ducts and jointing works;
- (b) retain and maintain existing hardstandings and lay down, use, repair, alter and remove hardstandings for the purposes of access to adjoining land and highway;

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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*(1) Number of land shown on land plan*

*(2) Purpose for which rights may be acquired*

- (c) erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land and highway;
- (d) alter, lop, uproot and replant trees, shrubs and hedges and other vegetation for the purposes of enabling the right to pass and repass to and from adjoining land;
- (e) retain and maintain existing temporary permissive paths or lay out temporary permissive paths for public use (if applicable);
- (f) effect access and egress to and from the highway;
- (g) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing adjoining land and highway;
- (h) remove fences, hedges or other barriers during any period in which construction, maintenance, upgrading, improvement, renewal or removal are being carried out and for the exercise of the power to access the cables (subject to the prior erection of any temporary stock proof fencing as is reasonably required and the replacement or re-instatement of the fences, hedges or other barriers following the exercise of the rights); and
- (i) retain, maintain, install, use, inspect, modify, improve, maintain, adjust, repair, replace, extend, test, cleanse and remove temporary or permanent drainage and manage waterflows in any drains, watercourses and culverts.

“adjoining land” for the purposes of this paragraph 3 means such other parts of the land within the Order limits required for the authorised project.

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Overhead line alterations

1. The right to enter onto and remain on the land for the purposes of construction,

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*(1) Number of land shown on land plan*  
Plots 40/26, 40/27, 40/31, 40/33a, 41/01a,  
41/28, 41/30b, 41/30c, 41/30d, 41/33, 41/40,  
40/15b, 41/05, 41/14b and 41/24.

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*(2) Purpose for which rights may be acquired*  
installation, operation, maintenance and  
decommissioning of the authorised project  
and—

- (a) to enter the land with or without vehicles plant and equipment to erect the electric lines and thereafter retain, inspect, maintain, repair, alter, renew, replace and remove the overhead lines;
- (b) with or without vehicles, plant and equipment and in a proper and woodman like manner to fell, trim or lop all trees and bushes on the land which obstruct or interfere with the exercise of the undertaker's rights;
- (c) enter the land to access any adjoining land;
- (d) to use the overhead lines.
- (e) 2. A restrictive covenant over the land for the benefit of the remainder of the Order land to—
- (f) not do or suffer to be done anything upon the land which may in any way interfere with, damage or cause injury to the overhead lines or interfere with or obstruct access thereto or use thereof, and to take all reasonable precautions to prevent such interference, obstruction, damage or injury;
- (g) not erect any building or structure (whether temporary or permanent) or plant or allow to grow any plant or tree on the land within 5.3 metres of any conductors when they are at a maximum temperature and/or swing;
- (h) not erect any building or structure (whether temporary or permanent) or plant or allow any plant or tree within or under any towers or within 5 metres of the outer edge of each of the foundations of any towers without the written consent of the undertaker (such consent not to be unreasonably withheld or delayed and which consent may be granted subject to reasonable conditions);
- (i) not store or place within or under any towers or within 5 metres of

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<p>(1) Number of land shown on land plan</p>	<p>(2) Purpose for which rights may be acquired</p> <p>the outer edge of the foundations of any towers any goods or materials whatsoever without the written consent of the undertaker (such consent not to be unreasonably withheld or delayed and which consent may be granted subject to reasonable conditions);</p> <p>(j) not raise the level of the surface of the land so as to make the distance between the level of the ground and the lowest conductor at any point of the span less than 7.6 metres; and</p> <p>(k) not carry out any works or excavations on the land or otherwise which may endanger the stability, safety and integrity of the overhead lines.</p>
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SCHEDULE 7

Article 20

Modification of compensation and compulsory purchase enactments for creation of new rights

**Compensation Enactments**

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

**Commencement Information**  
**196** Sch. 7 para. 1 in force at 1.1.2022, see [art. 1](#)

2.—(1) Without prejudice to the generality of paragraph 1, the Land Compensation Act 1973(45) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4—

- (a) for the words “land is acquired or taken” there is substituted the words “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for the words “acquired or taken from him” there is substituted the words “over which the right is exercisable or the restrictive covenant enforceable”.

(45) 1973 c. 26.

**Commencement Information**

**197** Sch. 7 para. 2 in force at 1.1.2022, see [art. 1](#)

**3.—(1)** Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

“**5A.** If—

- (a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) (powers of entry) of the 1965 Act (as modified by paragraph 8 of Schedule 7 to the Norfolk Boreas Offshore Wind Farm Order 2021);
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 6 of Schedule 7 to the Norfolk Boreas Offshore Wind Farm Order 2021) to acquire an interest in the land; and
- (c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right.”.

**Commencement Information**

**198** Sch. 7 para. 3 in force at 1.1.2022, see [art. 1](#)

**Commencement Information**

**196** Sch. 7 para. 1 in force at 1.1.2022, see [art. 1](#)

**197** Sch. 7 para. 2 in force at 1.1.2022, see [art. 1](#)

**198** Sch. 7 para. 3 in force at 1.1.2022, see [art. 1](#)

**Application of the 1965 Act**

**4.—(1)** The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired or the restriction imposed or to be imposed; or
- (b) the land over which the right is or is to be exercisable, or the restriction is to be enforceable.

(2) Without prejudice to the generality of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right or, in relation to the imposition of a restriction, with the modifications specified in the following provisions of this Schedule.



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

#### Commencement Information

**I99** Sch. 7 para. 4 in force at 1.1.2022, see [art. 1](#)

5. For section 7 of the 1965 Act (measure of compensation in case of severance) there is substituted the following section—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act”

#### Commencement Information

**I100** Sch. 7 para. 5 in force at 1.1.2022, see [art. 1](#)

6. Section 8(1) of the Compulsory Purchase Act 1965 has effect as if references to acquiring land were to acquiring a right in the land, and Schedule 2A to that Act is to be read as if, for that Schedule, there were substituted—

#### “SCHEDULE 2A

#### Counter-Notice Requiring Purchase of Land

##### Introduction

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 22 (application of the 1981 Act) of the Norfolk Boreas Offshore Wind Farm Order 2021 in respect of land to which the notice to treat relates.

(2) But see article 24(3) (acquisition of subsoil or airspace only) of the Norfolk Boreas Offshore Wind Farm Order 2021, which excludes acquisition of subsoil or airspace only from this Schedule.

2. In this Schedule “house” includes any park or garden belonging to a house.

#### Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the undertaker to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

#### Response to counter-notice

5. On receiving a counter-notice the undertaker must decide whether to—

(a) withdraw the notice to treat,

- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

6. The undertaker must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the undertaker decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the undertaker does not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the undertaker serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

#### **Determination by Upper Tribunal**

10. On a referral under paragraph 7 the Upper Tribunal must determine whether the acquisition of the right would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right,
- (b) the proposed use of the right, and
- (c) if the right is proposed to be acquired for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right would have either of the consequences described in paragraph 10 it must determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the undertaker ought to be required to take some or all of the house, building or factory the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in that land.

14.—(1) If the Upper Tribunal determines that the undertaker ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the undertaker withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”

#### **Commencement Information**

**I101** Sch. 7 para. 6 in force at 1.1.2022, see [art. 1](#)

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

7. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are so modified as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

**Commencement Information**

**I102** Sch. 7 para. 7 in force at 1.1.2022, see [art. 1](#)

8. Section 11 of the 1965 Act (powers of entry) is so modified as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 18), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A (powers of entry: further notices of entry), 11B (counter-notice requiring possession to be taken on specified date), 12 (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

**Commencement Information**

**I103** Sch. 7 para. 8 in force at 1.1.2022, see [art. 1](#)

9. Section 20 of the 1965 Act (tenants at will, etc.) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

**Commencement Information**

**I104** Sch. 7 para. 9 in force at 1.1.2022, see [art. 1](#)

10. Section 22 of the 1965 Act (interests omitted from purchase) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

**Commencement Information**

**I105** Sch. 7 para. 10 in force at 1.1.2022, see [art. 1](#)

**Commencement Information**

- I99** Sch. 7 para. 4 in force at 1.1.2022, see [art. 1](#)
- I100** Sch. 7 para. 5 in force at 1.1.2022, see [art. 1](#)
- I101** Sch. 7 para. 6 in force at 1.1.2022, see [art. 1](#)
- I102** Sch. 7 para. 7 in force at 1.1.2022, see [art. 1](#)
- I103** Sch. 7 para. 8 in force at 1.1.2022, see [art. 1](#)
- I104** Sch. 7 para. 9 in force at 1.1.2022, see [art. 1](#)
- I105** Sch. 7 para. 10 in force at 1.1.2022, see [art. 1](#)

SCHEDULE 8

Article 26

Land of which temporary possession may be taken

**PART 1**

**Scenario 1**

**Commencement Information**

- I106** Sch. 8 Pt. 1 in force at 1.1.2022, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>		<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
District of North Norfolk	01/01, 01/03, 01/18, 01/06, 01/09, 02/02 and 02/03	01/19, 01/05, 01/20, 01/07, 01/10, 02/03	01/02, 01/17, 01/04, 01/08, 02/01, for carrying out the authorised project.	Work Nos. 4A, 4B, 4C and 5
District of North Norfolk	01/11, 02/04, 02/11, 02/14, 02/19, 02/23, 03/04, 03/07, 03/10, 04/01, 04/05, 04/10, 05/01, 05/06, 05/10,	01/12, 02/05, 02/12, 02/16, 02/21, 03/01, 03/05, 03/08, 03/11, 04/02, 04/08, 04/11, 05/03, 05/07, 06/01,	01/13, 02/09, 02/13, 02/18, 02/22, project. carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 4A, 4B, 4C and 5

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(1) Area	(2) Number of land shown on land plan	(3) Purpose for which temporary possession may be taken	(4) Part of the authorised project
	06/03, 06/04, 06/05, 06/10, 06/14, 07/01, 07/03, 07/04, 07/06, 07/09, 07/10, 08/02, 08/05, 08/08, 08/10, 08/13, 08/15, 08/17, 08/19, 08/20, 08/21, 08/23, 09/03, 09/07, 09/08, 09/11, 09/12, 09/15, 09/16, 10/01, 10/02, 10/04, 10/05, 10/11, 10/14, 10/15, 10/16, 10/17, 11/01, 11/03, 11/05, 11/06, 11/09, 11/10, 11/12, 11/13, 11/14, 12/02, 12/03, 12/04, 12/05, 12/06, 12/10, 13/02, 13/05, 13/08, 13/09, 13/10, 13/11, 13/13, 14/02, 14/03, 14/04 and 14/05		
District of North Norfolk	01/14, 01/15, 01/16, 02/06, 02/07, 02/08, 02/10, 02/15, 02/17, 02/20, 03/03, 03/12, 04/04, 05/02, 05/05, 05/09, 05/11, 06/06, 06/08, 06/09, 06/11, 06/13, 07/02, 07/05, 07/07, 07/08, 07/12, 08/03, 08/04, 08/06, 08/12, 09/06, 09/09, 09/10, 09/13, 09/14, 10/07, 10/08, 10/09, 11/02, 11/04, 11/07, 11/08, 11/11, 11/15, 12/01, 12/07, 12/09, 13/01, 13/04, 13/06, 13/07, 13/12, 14/01 and 14/06	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 4A, 4B, 4C, 5 and 6
Districts of North Norfolk and Broadland	14/07	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 5 and 6

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
District Broadland	of 14/09, 14/12, 14/15, 14/18, 14/20, 14/26, 14/27, 15/02, 15/03, 15/04, 15/05, 15/07, 15/11, 15/13, 15/15, 16/03, 16/05, 16/08, 16/09, 16/10, 16/12, 16/13, 17/01, 17/02, 17/03, 17/04, 17/05, 17/07, 18/01, 18/02, 18/04, 18/05, 18/08, 18/13, 18/14, 19/04, 19/05, 19/07, 20/01, 20/02, 20/03, 20/06, 20/07, 20/09, 20/10, 20/17, 20/19, 20/20, 21/01, 21/03, 21/08, 22/01, 22/03, 22/04, 22/05, 22/06, 22/07, 22/12, 22/13, 22/14, 22/15, 23/01, 23/03, 23/05, 23/06, 23/07, 23/08, 23/09, 23/11, 23/13, 23/14, 24/01, 24/04, 24/05, 24/08, 24/10, 24/11, 24/16, 24/19, 25/02, 25/04, 25/06, 25/07 and 26/01	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work No. 6
District Broadland	of 14/11, 14/13, 14/16, 14/19, 14/22, 14/24, 15/08, 15/10, 15/12, 15/14, 16/01, 16/02, 16/04, 16/06, 16/07, 16/11, 16/14, 17/06, 18/06, 18/07, 18/09, 18/10, 18/11, 18/12, 19/01, 19/02, 19/03, 19/06, 19/08, 19/09, 20/04, 20/05, 20/08, 20/11, 20/18, 21/04, 21/05, 21/07, 21/09, 21/12, 21/13, 21/14, 21/15, 21/16, 22/02, 22/08, 22/09, 22/10, 22/11, 22/16, 23/02, 24/02, 24/03, 24/06, 24/07, 24/13, 24/14, 24/15, 24/17, 24/18,	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 5, 6 and 7

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(1) Area	(2) Number of land shown on land plan	(3) Purpose for which temporary possession may be taken	(4) Part of the authorised project
	25/01, 25/03, 25/05, 26/02 and 26/04		
Districts of Broadland and Breckland	of 26/03	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 6 and 7.
District Breckland	of 26/05, 26/06, 26/08, 26/10, 26/11, 26/13, 27/02, 27/04, 27/06, 27/13, 28/04, 28/05, 29/05, 29/07, 29/09, 29/10, 29/12, 30/02, 30/03, 30/04, 30/05, 30/06, 30/10, 30/11, 31/02, 31/03, 31/04, 31/05, 32/02, 32/03, 32/06, 32/09, 32/12, 32/13, 32/14, 32/15, 33/02, 33/03, 33/04, 33/12, 34/03, 34/04, 34/08, 34/09, 34/10, 34/11, 34/13, 35/11, 35/12, 36/02, 36/05, 36/06, 36/08, 36/09, 36/10, 36/11, 36/14, 36/15, 36/16, 36/17, 36/21, 37/05, 37/13, 37/14, 38/02, 38/03, 38/05, 38/06, 38/08, 38/12, 39/04, 39/05, 39/06, 39/07, 39/15, 39/16, 40/02, 40/03, 41/05, 41/08, 41/08, 41/10, 41/11, 41/13, 41/14b and 41/16	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 6, 7
District Breckland	of 26/07, 26/09, 26/12, 26/14, 26/15, 27/01, 27/05, 27/07, 27/08, 27/09, 27/10, 27/11, 27/14, 27/15, 27/16, 28/01, 28/02, 28/03, 28/08, 29/02, 29/08, 29/11, 29/13, 30/01, 30/07, 30/08, 30/09, 30/12, 31/01, 31/06, 31/07, 31/08, 31/09,	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7, 8A, 8B, 9, 12A

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(1) Area	(2) Number of land shown on land plan	(3) Purpose for which temporary possession may be taken	(4) Part of the authorised project
	31/11, 31/12, 31/13, 32/01, 32/04, 32/05, 32/07, 32/08, 32/10, 32/11, 33/01, 33/06, 33/08, 33/11, 33/14, 33/15, 33/16, 34/01, 34/05, 34/06, 34/07, 35/01, 35/03, 35/04, 35/05, 35/06, 35/07, 35/09, 35/13, 35/15, 35/16, 36/01, 36/03, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/01, 37/02, 37/07, 37/08, 37/09, 37/11, 37/16, 37/17, 37/18, 37/19, 37/20, 37/21, 37/22, 38/01, 38/04, 38/07, 38/09, 38/11, 39/01, 39/02, 39/03, 39/09, 39/10, 39/12, 39/13, 40/01, 40/04, 40/11, 40/12, 40/12b, 40/13a, 40/14, 40/19, 40/22a, 40/24a, 40/24c, 40/24d, 40/25, 40/29, 40/30, 41/03a, 41/03c, 41/06a, 41/06b, 41/06c, 41/22, 41/25a and 42/01		
District Breckland	of 40/13, 40/15, 40/15b, 40/15d, 40/20a, 41/07, 41/09, 41/09a, 41/09b, 41/14, 41/14d, 41/14e, 41/15, 41/15a, 41/17, 41/17a, 41/18, 41/18a, 41/26c, 41/26f, 42/02 and 42/03	Construction compound and carrying out the authorised project; worksites for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 8A, 8B, 9, 10A, 10B, 10C, 11, 12A
		Facilitating construction and carrying out the authorised project; worksites for construction and laydown and carrying out the authorised project; park and ride offload area for substation construction; access for carrying out the authorised project.	



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

## PART 2

### Scenario 2

#### Commencement Information

**I107** Sch. 8 Pt. 2 in force at 1.1.2022, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
District of North Norfolk	01/01, 01/02, 01/04, 01/05, 01/07, 01/08, 01/10, 01/11, 01/13, 01/17, 01/18, 01/19, 01/20, 02/02 and 02/03	01/03, 01/06, 01/09, 01/12, 01/18, 02/01, project.	Facilitating construction and carrying out the authorised project; construction compounds for carrying out the authorised project; access for carrying out the authorised project.
District of North Norfolk	02/04, 02/05, 02/11, 02/12, 02/14, 02/16, 02/18, 02/19, 02/21, 02/22, 02/23, 03/01, 03/02, 03/04, 03/05, 03/06, 03/07, 03/08, 03/09, 03/10, 03/11, 03/13, 04/01, 04/02, 04/03, 04/05, 04/08, 04/09, 04/10, 04/11, 04/12, 05/01, 05/03, 05/04, 05/06, 05/07, 05/08, 05/10, 06/01, 06/02, 06/03, 06/04, 06/05, 06/10, 06/14, 07/01, 07/03, 07/04, 07/06, 07/09, 07/10, 08/02, 08/05, 08/08, 08/10, 08/13, 08/15, 08/17, 08/19, 08/20, 08/21, 08/23, 09/03, 09/07, 09/08, 09/11, 09/12, 09/15, 09/16, 10/01, 10/02, 10/04, 10/05, 10/11, 10/14, 10/15, 10/16, 10/17, 11/01, 11/03, 11/05, 11/06, 11/09, 11/10, 11/12, 11/13, 11/14, 12/02, 12/03, 12/04, 12/05, 12/06, 12/10, 13/02, 13/05, 13/08, 13/09,	02/09, 02/13, 02/18, 02/22, 03/02, project.	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>			<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
	13/10, 14/02, 14/05	13/11, 14/03, 14/04 and 14/05	13/13,		
District of North Norfolk	01/14, 02/06, 02/10, 02/20, 04/04, 05/09, 06/08, 06/13, 07/07, 08/03, 08/12, 09/10, 10/07, 11/02, 11/08, 12/01, 13/01, 13/07, 14/06	01/15, 02/07, 02/15, 03/03, 05/02, 05/11, 06/09, 07/02, 08/04, 09/06, 09/13, 10/08, 11/04, 11/11, 12/07, 13/04, 13/12, 14/01 and 14/06	01/16, 02/08, 02/17, 03/12, 05/05, 06/06, 06/11, 07/05, 07/12, 08/06, 09/09, 09/14, 10/09, 11/07, 11/15, 12/09, 13/06,	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 4B, 4C, 5 and 6
District of North Norfolk	04/06, 06/12, 08/07, 08/14, 08/22, 09/02, 10/03, 10/12, 12/11, 14/10, 14/23, 15/01, 18/03, 20/21, 21/10, 23/04, 24/09, 27/12, 28/09, 29/03, 31/10, 33/09, 33/17, 35/02, 35/14,	04/07, 07/11, 08/09, 08/16, 08/24, 09/04, 10/06, 10/13, 13/03, 14/14, 14/25, 15/06, 18/15, 21/02, 21/11, 23/10, 24/12, 28/06, 28/10, 29/04, 33/05, 33/10, 34/02, 35/08, 36/19,	06/07, 08/01, 08/11, 08/18, 09/01, 09/05, 10/10, 12/08, 14/08, 14/21, 14/28, 15/09, 18/16, 21/06, 21/17, 23/12, 27/03, 28/07, 29/01, 29/06, 33/07, 33/13, 34/12, 35/10, 37/03,	Facilitating construction and carrying out works including crossings and drill works; mobilisation zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 4C and 5

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(1) Area	(2) Number of land shown on land plan	(3) Purpose for which temporary possession may be taken	(4) Part of the authorised project
	37/04, 37/06, 37/10, 0137/12 and 37/15		
Districts of North Norfolk and Broadland	14/07	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 5 and 6
Districts of North Norfolk and Broadland	14/08, 19/05	Facilitating construction and carrying out the authorised project; trenchless crossing zone for construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 5 and 6
District Broadland	of 14/07, 14/09, 14/12, 14/15, 14/18, 14/20, 14/26, 14/27, 15/02, 15/03, 15/04, 15/05, 15/07, 15/11, 15/13, 15/15, 16/03, 16/05, 16/08, 16/09, 16/10, 16/12, 16/13, 17/01, 17/02, 17/03, 17/04, 17/05, 17/07, 18/01, 18/02, 18/04, 18/05, 18/08, 18/13, 18/14, 19/04, F9 ... 19/07, 20/01, 20/02, 20/03, 20/06, 20/07, 20/09, 20/10, 20/17, 20/19, 20/20, 21/01, 21/03, 21/08, 22/01, 22/03, 22/04, 22/05, 22/06, 22/07, 22/12, 22/13, 22/14, 22/15, 23/01, 23/03, 23/05, 23/06, 23/07, 23/08, 23/09, 23/11, 23/13, 23/14, 24/01, 24/04, 24/05, 24/08, 24/10, 24/11, 24/16, 24/19, 25/02, 25/04, 25/06, 25/07 and 26/01	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work No. 6

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
District Broadland	of 14/11, 14/13, 14/16, 14/19, 14/22, 14/24, 15/08, 15/10, 15/12, 15/14, 16/01, 16/02, 16/04, 16/06, 16/07, 16/11, 16/14, 17/06, 18/06, 18/07, 18/09, 18/10, 18/11, 18/12, 19/01, 19/02, 19/03, 19/06, 19/08, 19/09, 20/04, 20/05, 20/08, 20/11, 20/18, 21/04, 21/04, 21/05, 21/07, 21/09, 21/12, 21/13, 21/14, 21/15, 21/16, 22/02, 22/08, 22/09, 22/10, 22/11, 22/16, 23/02, 24/02, 24/03, 24/06, 24/07, 24/13, 24/14, 24/15, 24/17, 24/18, 25/01, 25/03, 25/05, 26/02 and 26/04	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 5, 6 and 7
Districts Broadland and Breckland	of 26/03	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 6 and 7.
District Breckland	of 26/05, 26/06, 26/08, 26/10, 26/11, 26/13, 27/02, 27/04, 27/06, 27/13, 28/04, 28/05, 29/07, 29/09, 29/10, 29/12, 30/02, 30/03, 30/04, 30/05, 30/06, 30/10, 30/11, 31/02, 31/03, 31/04, 31/05, 32/02, 32/03, 32/06, 32/09, 32/12, 32/13, 32/14, 32/15, 33/02, 33/03, 33/04, 33/12, 34/03, 34/04, 34/08, 34/09, 34/10, 34/11, 34/13, 35/11, 35/12, 36/02, 36/05, 36/06, 36/08, 36/09, 36/10, 36/11, 36/14, 36/15, 36/16, 36/17, 36/21,	Laying of hardstanding and improvements to tracks; access for carrying out the authorised project.	Work Nos. 6, 7

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(1) Area	(2) Number of land shown on land plan	(3) Purpose for which temporary possession may be taken	(4) Part of the authorised project
	37/05, 37/13, 37/14, 38/02, 38/03, 38/05, 38/06, 38/08, 38/12, 39/04, 39/05, 39/06, 39/07, 39/15, 39/16, 40/02, 40/03, 41/08, 41/10, 41/11, 41/13, 41/16 and 41/22		
District Breckland	of 26/07, 26/09, 26/12, 26/14, 26/15, 27/01, 27/05, 27/07, 27/08, 27/09, 27/10, 27/11, 27/14, 27/15, 27/16, 28/01, 28/02, 28/03, 28/08, 29/02, 29/08, 29/11, 29/13, 30/01, 30/07, 30/08, 30/09, 30/12, 31/01, 31/06, 31/07, 31/08, 31/09, 31/11, 31/12, 31/13, 32/01, 32/04, 32/05, 32/07, 32/08, 32/10, 32/11, 33/01, 33/06, 33/08, 33/08, 33/11, 33/14, 33/15, 33/16, 34/01, 34/05, 34/06, 34/07, 35/01, 35/03, 35/04, 35/05, 35/06, 35/07, 35/09, 35/13, 35/15, 35/16, 36/01, 36/03, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/01, 37/02, 37/07, 37/08, 37/09, 37/11, 37/16, 37/17, 37/18, 37/19, 37/20, 37/21, 37/22, 38/01, 38/04, 38/07, 38/09, 38/11, 39/01, 39/02, 39/03, 39/09, 39/10, 39/12 and 39/13	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7
District Breckland	of 40/01, 40/04, 40/11, 40/12, 40/14, 41/03a, 40/15a, 40/23, 40/26, 40/27, 40/31, 40/33a, 41/01a, 41/03, 41/03b, 41/14a, 41/14c, 41/28, 41/30b, 41/30c, 41/30d, 41/33, 41/40, 40/15b,	Facilitating construction and carrying out the authorised project; carrying out the authorised project; access for carrying out the authorised project.	Work Nos. 7, 8A, 8B, 9, 10A, 10B, 10C, 11A(E), 11A(W), 12B

<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Part of the authorised project</i>
	41/14, 41/15, 41/15a, 41/05, 41/14b, 41/14d, 41/14e, 41/23, 41/23a, 41/24 and 41/25		
District Breckland	of 40/31a, 40/15d, 40/20a, 40/17a, 40/20, 40/26a, 40/27a, 40/28, 40/31a, 40/32, 40/33 and 40/33b	Facilitating construction and carrying out Work Nos. 7, 8A, 8B, 8B, 9 and 12B, 10B, 10C, 11A(E), 11A(W), 12B	7, 8A, 8B, 9, 10A, 11A(E), 12B
District Breckland	of 41/01, 41/01b, 41/07, 41/09, 41/09a, 41/09b, 41/17, 41/17a, 41/18, 41/18a, 41/12, 41/27, 41/30, 41/30e, 41/30f, 41/39, 41/40a, 41/41, 41/42, 41/43, 41/44, 41/45, 41/46, 41/47 and 41/48	Facilitating construction and carrying out Work Nos. 10C, 11A(W), 11A(E), 11B, 11B	10C, 11A(E), 11B
District Breckland	of 42/02, 42/03, 42/04, 42/05 and 42/06	Facilitating construction and carrying out Work Nos. 10C and 12B, construction and laydown and carrying out the authorised project; access for carrying out the authorised project.	10C and 12B

**F9** Word in Sch. 8 Pt. 2 omitted (12.8.2022) by virtue of The Norfolk Boreas Offshore Wind Farm (Corrections) Order 2022 (S.I. 2022/901), art. 1(2), Sch.

## SCHEDULE 9

Article 32

Deemed Licence under the 2009 Act – Generation Assets (Licence 1 – Phase 1)

### PART 1

#### Interpretation

1.—(1) In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2011 Regulations” means the Marine Licensing (Licence Application Appeals) Regulations 2011<sup>(46)</sup>;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017<sup>(47)</sup>;

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work No. 1 described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order;

“draught height” means the distance between the lowest point of the rotating blade of the wind turbine generator and MHWS;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“gravity base” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

“in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Boreas Southern North Sea Special area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

“jacket foundation” means a steel jacket/ lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

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<sup>(46)</sup> S.I. 2011/934.

<sup>(47)</sup> S.I. 2017/1013.

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 2 (generation)” means the licence set out in Schedule 10 (deemed licence under the 2009 Act – generation assets (licence 2 – phase 2));

“licensed activities” means the activities specified in Part 3 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable, and any component part of any wind turbine generator, offshore electrical substation, offshore service platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“marker buoy” means any floating device used for marker or navigation purposes, including LIDAR buoys and wave buoys;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“measurement buoy” means any floating device used for measurement purposes, including LIDAR buoys and wave buoys;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Norfolk Boreas Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Order

“Norfolk Vanguard Offshore Wind Farm” means the offshore wind farm for which Norfolk Vanguard Limited has sought a development consent order pursuant to an application submitted to the Secretary of State on 26th June 2018;

“Norfolk Vanguard East” means the eastern offshore wind site of the Norfolk Vanguard Offshore Wind Farm;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“offshore service platform” means a platform to house workers offshore and/or provide refuelling facilities and sheltering facilities for helicopters; “the Order” means the Norfolk Boreas Offshore Wind Farm Order 2021;



**Changes to legislation:** *There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)*

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline marine traffic monitoring strategy” means the document certified as the outline marine traffic monitoring strategy by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“relevant site” means a European offshore marine site or a European site as defined in the 2017 Regulations

“scenario 1” means the scenario in which the Norfolk Vanguard Offshore Wind Farm proceeds to construction and carries out enabling works, including the laying of onshore cable ducts, to benefit the Norfolk Boreas Offshore Wind Farm;

“scenario 2” means the scenario in which the Norfolk Vanguard Offshore Wind Farm does not proceed to construction and Norfolk Boreas Offshore Wind Farm is built out as an independent project including the laying of onshore cable ducts;

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement.

“single offshore phase” means carrying out all offshore works as a single construction operation;

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“tetrabase foundation” means a tripod shaped steel frame anchored under its own weight or through pin pile or suction bucket anchoring and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Norfolk Boreas Limited (Company No. 03722058) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, rotor with up to three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include corrosion protection systems, helicopter landing facilities and other associated equipment, fixed to a foundation;

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

**Commencement Information**

**I108** Sch. 9 Pt. 1 para. 1 in force at 1.1.2022, see [art. 1](#)

**2.** A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

**Commencement Information**

**I109** Sch. 9 Pt. 1 para. 2 in force at 1.1.2022, see [art. 1](#)

**3.** Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT); and
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

**Commencement Information**

**I110** Sch. 9 Pt. 1 para. 3 in force at 1.1.2022, see [art. 1](#)

**4.** Except where otherwise notified in writing by the relevant organisation, the primary points of contact with the organisations listed below and the addresses for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing  
Lancaster House  
Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

- (c) Trinity House  
Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;
- (d) The United Kingdom Hydrographic Office  
Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900;
- (e) Maritime and Coastguard Agency  
Navigation Safety Branch  
Bay 2/20, Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2426;
- (f) Centre for Environment, Fisheries and Aquaculture Science  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 562 244;
- (g) Natural England  
Area 1C, Nobel House  
17 Smith Square  
London  
SW1P 2AL  
Tel: 0300 060 4911;
- (h) Historic England  
Cannon Bridge House  
25 Dowgate Hill  
London  
EC4R 2YA  
Tel: 020 7973 3700

**Commencement Information**

**I111** Sch. 9 Pt. 1 para. 4 in force at 1.1.2022, see [art. 1](#)

## PART 2

### Licensed Marine Activities – General

1. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes), and the completion of such programme has been confirmed by the Secretary of State in writing.

#### Commencement Information

**I112** Sch. 9 Pt. 2 para. 1 in force at 1.1.2022, see [art. 1](#)

2. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).

#### Commencement Information

**I113** Sch. 9 Pt. 2 para. 2 in force at 1.1.2022, see [art. 1](#)

3. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

#### Commencement Information

**I114** Sch. 9 Pt. 2 para. 3 in force at 1.1.2022, see [art. 1](#)

4. Any amendments to or variations from the approved plans, protocols or statements must be minor or immaterial and it must be demonstrated to the satisfaction of the MMO that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

#### Commencement Information

**I115** Sch. 9 Pt. 2 para. 4 in force at 1.1.2022, see [art. 1](#)

5. The substances or articles authorised for deposit at sea are—
- (a) iron and steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works; and

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(g) marine coatings, other chemicals and timber.

**Commencement Information**

**I116** Sch. 9 Pt. 2 para. 5 in force at 1.1.2022, see [art. 1](#)

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 14' 28.789" N	3° 3' 31.257" E	117	52° 48' 9.945" N	2° 51' 14.086" E
2	52° 56' 14.962" N	3° 8' 41.012" E	118	52° 47' 2° 46' 27.112" N	E
3	52° 52' 2° 45' 34.286" N	E	119	52° 47' 2° 45' 34.071" N	E
4	53° 3' 46.017" N	2° 45' 35.676" E	120	52° 51' 2° 45' 34.220" N	E
5	53° 8' 27.770" N	2° 48' 38.429" E	121	52° 51' 2° 46' 27.714" N	E
6	53° 13' 52.532" N	3° 2' 3.556" E	122	52° 52' 49.498" N	2° 52' 4.152" E
7	53° 13' 53.967" N	3° 2' 7.131" E	123	52° 53' 4.385" N	2° 51' 57.093" E
8	53° 13' 59.710" N	3° 2' 21.440" E	124	52° 53' 2° 51' 49.713" N	E
9	53° 14' 8.462" N	3° 2' 43.249" E	125	52° 52' 2° 45' 34.286" N	E
10	53° 14' 21.060" N	3° 3' 12.673" E	126	53° 3' 46.017" N	2° 45' 35.676" E
11	53° 10' 30.403" N	2° 59' 5.331" E	127	53° 8' 27.770" N	2° 48' 38.429" E
12	53° 10' 30.387" N	2° 59' 6.176" E	128	53° 13' 52.532" N	3° 2' 3.556" E
13	53° 10' 30.403" N	2° 59' 7.022" E	129	53° 13' 53.967" N	3° 2' 7.131" E
14	53° 10' 30.451" N	2° 59' 7.863" E	130	53° 13' 59.710" N	3° 2' 21.440" E
15	53° 10' 30.531" N	2° 59' 8.699" E	131	53° 14' 8.462" N	3° 2' 43.249" E
16	53° 10' 30.641" N	2° 59' 9.524" E	132	53° 14' 21.060" N	3° 3' 12.673" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
17	53° 30.783" N	10' 2° 59' 10.336" E	133	53° 30.403" N	10' 2° 59' 5.331" E
18	53° 30.955" N	10' 2° 59' 11.131" E	134	53° 30.387" N	10' 2° 59' 6.176" E
19	53° 31.157" N	10' 2° 59' 11.907" E	135	53° 30.403" N	10' 2° 59' 7.022" E
20	53° 31.388" N	10' 2° 59' 12.661" E	136	53° 30.451" N	10' 2° 59' 7.863" E
21	53° 31.646" N	10' 2° 59' 13.389" E	137	53° 30.531" N	10' 2° 59' 8.699" E
22	53° 31.932" N	10' 2° 59' 14.088" E	138	53° 30.641" N	10' 2° 59' 9.524" E
23	53° 32.243" N	10' 2° 59' 14.756" E	139	53° 30.783" N	10' 2° 59' 10.336" E
24	53° 32.579" N	10' 2° 59' 15.390" E	140	53° 30.955" N	10' 2° 59' 11.131" E
25	53° 32.938" N	10' 2° 59' 15.988" E	141	53° 31.157" N	10' 2° 59' 11.907" E
26	53° 33.319" N	10' 2° 59' 16.548" E	142	53° 31.388" N	10' 2° 59' 12.661" E
27	53° 33.721" N	10' 2° 59' 17.066" E	143	53° 31.646" N	10' 2° 59' 13.389" E
28	53° 34.141" N	10' 2° 59' 17.541" E	144	53° 31.932" N	10' 2° 59' 14.088" E
29	53° 34.578" N	10' 2° 59' 17.972" E	145	53° 32.243" N	10' 2° 59' 14.756" E
30	53° 35.031" N	10' 2° 59' 18.356" E	146	53° 32.579" N	10' 2° 59' 15.390" E
31	53° 35.497" N	10' 2° 59' 18.692" E	147	53° 32.938" N	10' 2° 59' 15.988" E
32	53° 35.975" N	10' 2° 59' 18.978" E	148	53° 33.319" N	10' 2° 59' 16.548" E
33	53° 36.463" N	10' 2° 59' 19.214" E	149	53° 33.721" N	10' 2° 59' 17.066" E
34	53° 36.959" N	10' 2° 59' 19.398" E	150	53° 34.141" N	10' 2° 59' 17.541" E
35	53° 37.461" N	10' 2° 59' 19.531" E	151	53° 34.578" N	10' 2° 59' 17.972" E
36	53° 37.966" N	10' 2° 59' 19.610" E	152	53° 35.031" N	10' 2° 59' 18.356" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
37	53° 38.474" N	10' 2° 59' 19.637" E	153	53° 35.497" N	10' 2° 59' 18.692" E
38	53° 38.982" N	10' 2° 59' 19.610" E	154	53° 35.975" N	10' 2° 59' 18.978" E
39	53° 39.488" N	10' 2° 59' 19.531" E	155	53° 36.463" N	10' 2° 59' 19.214" E
40	53° 39.990" N	10' 2° 59' 19.399" E	156	53° 36.959" N	10' 2° 59' 19.398" E
41	53° 40.485" N	10' 2° 59' 19.214" E	157	53° 37.461" N	10' 2° 59' 19.531" E
42	53° 40.973" N	10' 2° 59' 18.978" E	158	53° 37.966" N	10' 2° 59' 19.610" E
43	53° 41.451" N	10' 2° 59' 18.692" E	159	53° 38.474" N	10' 2° 59' 19.637" E
44	53° 41.918" N	10' 2° 59' 18.356" E	160	53° 38.982" N	10' 2° 59' 19.610" E
45	53° 42.370" N	10' 2° 59' 17.972" E	161	53° 39.488" N	10' 2° 59' 19.531" E
46	53° 42.807" N	10' 2° 59' 17.542" E	162	53° 39.990" N	10' 2° 59' 19.399" E
47	53° 43.228" N	10' 2° 59' 17.067" E	163	53° 40.485" N	10' 2° 59' 19.214" E
48	53° 43.629" N	10' 2° 59' 16.548" E	164	53° 40.973" N	10' 2° 59' 18.978" E
49	53° 44.010" N	10' 2° 59' 15.989" E	165	53° 41.451" N	10' 2° 59' 18.692" E
50	53° 44.369" N	10' 2° 59' 15.391" E	166	53° 41.918" N	10' 2° 59' 18.356" E
51	53° 44.705" N	10' 2° 59' 14.757" E	167	53° 42.370" N	10' 2° 59' 17.972" E
52	53° 45.017" N	10' 2° 59' 14.089" E	168	53° 42.807" N	10' 2° 59' 17.542" E
53	53° 45.302" N	10' 2° 59' 13.389" E	169	53° 43.228" N	10' 2° 59' 17.067" E
54	53° 45.561" N	10' 2° 59' 12.661" E	170	53° 43.629" N	10' 2° 59' 16.548" E
55	53° 45.792" N	10' 2° 59' 11.908" E	171	53° 44.010" N	10' 2° 59' 15.989" E
56	53° 45.993" N	10' 2° 59' 11.132" E	172	53° 44.369" N	10' 2° 59' 15.391" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
57	53° 46.166" N	10' 2° 59' 10.336" E	173	53° 44.705" N	10' 2° 59' 14.757" E
58	53° 46.307" N	10' 2° 59' 9.524" E	174	53° 45.017" N	10' 2° 59' 14.089" E
59	53° 46.418" N	10' 2° 59' 8.699" E	175	53° 45.302" N	10' 2° 59' 13.389" E
60	53° 46.498" N	10' 2° 59' 7.864" E	176	53° 45.561" N	10' 2° 59' 12.661" E
61	53° 46.545" N	10' 2° 59' 7.022" E	177	53° 45.792" N	10' 2° 59' 11.908" E
62	53° 46.561" N	10' 2° 59' 6.176" E	178	53° 45.993" N	10' 2° 59' 11.132" E
63	53° 46.545" N	10' 2° 59' 5.331" E	179	53° 46.166" N	10' 2° 59' 10.336" E
64	53° 46.498" N	10' 2° 59' 4.489" E	180	53° 46.307" N	10' 2° 59' 9.524" E
65	53° 46.418" N	10' 2° 59' 3.654" E	181	53° 46.418" N	10' 2° 59' 8.699" E
66	53° 46.307" N	10' 2° 59' 2.829" E	182	53° 46.498" N	10' 2° 59' 7.864" E
67	53° 46.166" N	10' 2° 59' 2.017" E	183	53° 46.545" N	10' 2° 59' 7.022" E
68	53° 45.993" N	10' 2° 59' 1.221" E	184	53° 46.561" N	10' 2° 59' 6.176" E
69	53° 45.792" N	10' 2° 59' 0.445" E	185	53° 46.545" N	10' 2° 59' 5.331" E
70	53° 45.561" N	10' 2° 58' 59.691" E	186	53° 46.498" N	10' 2° 59' 4.489" E
71	53° 45.302" N	10' 2° 58' 58.964" E	187	53° 46.418" N	10' 2° 59' 3.654" E
72	53° 45.017" N	10' 2° 58' 58.264" E	188	53° 46.307" N	10' 2° 59' 2.829" E
73	53° 44.705" N	10' 2° 58' 57.596" E	189	53° 46.166" N	10' 2° 59' 2.017" E
74	53° 44.369" N	10' 2° 58' 56.962" E	190	53° 45.993" N	10' 2° 59' 1.221" E
75	53° 44.010" N	10' 2° 58' 56.364" E	191	53° 45.792" N	10' 2° 59' 0.445" E
76	53° 43.629" N	10' 2° 58' 55.804" E	192	53° 45.561" N	10' 2° 58' 59.691" E



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
77	53° 43.228" N	10' 2° 58' 55.286" E	193	53° 45.302" N	10' 2° 58' 58.964" E
78	53° 42.807" N	10' 2° 58' 54.811" E	194	53° 45.017" N	10' 2° 58' 58.264" E
79	53° 42.370" N	10' 2° 58' 54.380" E	195	53° 44.705" N	10' 2° 58' 57.596" E
80	53° 41.918" N	10' 2° 58' 53.997" E	196	53° 44.369" N	10' 2° 58' 56.962" E
81	53° 41.451" N	10' 2° 58' 53.661" E	197	53° 44.010" N	10' 2° 58' 56.364" E
82	53° 40.973" N	10' 2° 58' 53.374" E	198	53° 43.629" N	10' 2° 58' 55.804" E
83	53° 40.485" N	10' 2° 58' 53.139" E	199	53° 43.228" N	10' 2° 58' 55.286" E
84	53° 39.990" N	10' 2° 58' 52.954" E	200	53° 42.807" N	10' 2° 58' 54.811" E
85	53° 39.488" N	10' 2° 58' 52.822" E	201	53° 42.370" N	10' 2° 58' 54.380" E
86	53° 38.982" N	10' 2° 58' 52.742" E	202	53° 41.918" N	10' 2° 58' 53.997" E
87	53° 38.474" N	10' 2° 58' 52.716" E	203	53° 41.451" N	10' 2° 58' 53.661" E
88	53° 37.966" N	10' 2° 58' 52.742" E	204	53° 40.973" N	10' 2° 58' 53.374" E
89	53° 37.461" N	10' 2° 58' 52.822" E	205	53° 40.485" N	10' 2° 58' 53.139" E
90	53° 36.959" N	10' 2° 58' 52.954" E	206	53° 39.990" N	10' 2° 58' 52.954" E
91	53° 36.463" N	10' 2° 58' 53.139" E	207	53° 39.488" N	10' 2° 58' 52.822" E
92	53° 35.975" N	10' 2° 58' 53.375" E	208	53° 38.982" N	10' 2° 58' 52.742" E
93	53° 35.497" N	10' 2° 58' 53.661" E	209	53° 38.474" N	10' 2° 58' 52.716" E
94	53° 35.031" N	10' 2° 58' 53.997" E	210	53° 37.966" N	10' 2° 58' 52.742" E
95	53° 34.578" N	10' 2° 58' 54.381" E	211	53° 37.461" N	10' 2° 58' 52.822" E
96	53° 34.141" N	10' 2° 58' 54.812" E	212	53° 36.959" N	10' 2° 58' 52.954" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
97	53° 33.721" N	10' 2° 58' 55.287" E	213	53° 36.463" N	10' 2° 58' 53.139" E
98	53° 33.319" N	10' 2° 58' 55.805" E	214	53° 35.975" N	10' 2° 58' 53.375" E
99	53° 32.938" N	10' 2° 58' 56.364" E	215	53° 35.497" N	10' 2° 58' 53.661" E
100	53° 32.579" N	10' 2° 58' 56.962" E	216	53° 35.031" N	10' 2° 58' 53.997" E
101	53° 32.243" N	10' 2° 58' 57.597" E	217	53° 34.578" N	10' 2° 58' 54.381" E
102	53° 31.932" N	10' 2° 58' 58.265" E	218	53° 34.141" N	10' 2° 58' 54.812" E
103	53° 31.646" N	10' 2° 58' 58.964" E	219	53° 33.721" N	10' 2° 58' 55.287" E
104	53° 31.388" N	10' 2° 58' 59.692" E	220	53° 33.319" N	10' 2° 58' 55.805" E
105	53° 31.157" N	10' 2° 59' 0.445" E	221	53° 32.938" N	10' 2° 58' 56.364" E
106	53° 30.955" N	10' 2° 59' 1.221" E	222	53° 32.579" N	10' 2° 58' 56.962" E
107	53° 30.783" N	10' 2° 59' 2.017" E	223	53° 32.243" N	10' 2° 58' 57.597" E
108	53° 30.641" N	10' 2° 59' 2.829" E	224	53° 31.932" N	10' 2° 58' 58.265" E
109	53° 30.531" N	10' 2° 59' 3.654" E	225	53° 31.646" N	10' 2° 58' 58.964" E
110	53° 30.451" N	10' 2° 59' 4.489" E	226	53° 31.388" N	10' 2° 58' 59.692" E
111	53° 28.789" N	14' 3° 3' 31.257" E	227	53° 31.157" N	10' 2° 59' 0.445" E
112	52° 14.962" N	56' 3° 8' 41.012" E	228	53° 30.955" N	10' 2° 59' 1.221" E
113	52° 27.033" N	54' 2° 58' 15.457" E	229	53° 30.783" N	10' 2° 59' 2.017" E
114	52° 11.424" N	54' 2° 58' 22.820" E	230	53° 30.641" N	10' 2° 59' 2.829" E
115	52° 56.239" N	53' 2° 58' 29.982" E	231	53° 30.531" N	10' 2° 59' 3.654" E
116	52° 50.103" N	49' 2° 56' 54.167" E	232	53° 30.451" N	10' 2° 59' 4.489" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

**Commencement Information**

**I117** Sch. 9 Pt. 2 para. 6 in force at 1.1.2022, see [art. 1](#)

## PART 3

### Details of Licensed Marine Activities

**1.** Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to a total of 37,698,890 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site reference HU217 within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 36,000,000 m<sup>3</sup> for cable and fibre optic cable installation;
  - (ii) 1,648,824 m<sup>3</sup> for the wind turbine generators;
  - (iii) 37,500 m<sup>3</sup> for the offshore service platform; and
  - (iv) 12,566 m<sup>3</sup> for the meteorological masts; and
- (e) the removal of static fishing equipment; and
- (f) the disposal of drill arisings in connection with any foundation drilling up to a total of 399,776 m<sup>3</sup>

**Commencement Information**

**I118** Sch. 9 Pt. 3 para. 1 in force at 1.1.2022, see [art. 1](#)

**2.—(1)** Such activities are authorised in relation to the construction, maintenance and operation of (in the event of scenario 1 and scenario 2 unless otherwise stated below)—

Work No. 1 (phase 1) in the event of scenario 1 and scenario 2—

- (a) an offshore wind turbine generating station with an electrical export capacity of up to 1,800 MW at the point of connection to the offshore electrical platform(s) referred to at Work No. 2 comprising up to 158 wind turbine generators each fixed to the seabed by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson), gravity base or tetrabase fitted with rotating blades and situated within the area shown on the works plan and further comprising (b) to (e) below;
- (b) up to one offshore service platform fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;

- (c) up to two meteorological masts fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson) or gravity base;
- (d) up to two LIDAR measurement buoys fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled) or floating and up to two wave measurement buoys fixed to the seabed within the area shown on the works plan by one foundation type (floating); and
- (e) a network of subsea array cables and fibre optic cables within the area shown on the works plan between the wind turbine generators, and between the wind turbine generators and Work No.2 including one or more offshore cable crossings.

In the event of scenario 1—

- (f) a network of subsea cables and fibre optic cables connecting wind turbine generators within (a) above to an offshore electrical platform within Norfolk Vanguard East including one or more offshore cable crossings.

(2) In connection with such Work No. 1 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence including:

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work No. 1 and the disposal of up to a total of 37,698,890 m<sup>3</sup> of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits; and
- (d) removal of static fishing equipment;

(3) In connection with such Work No. 1, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

**Commencement Information**

**I119** Sch. 9 Pt. 3 para. 2 in force at 1.1.2022, see [art. 1](#)

## PART 4

### Conditions

#### Design parameters

1.—(1) Subject to paragraph (2), each wind turbine generator forming part of the authorised scheme must not—

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

- (a) exceed a height of 350 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a height of 198.5 metres to the height of the centreline of the generator shaft forming part of the hub when measured from HAT;
- (c) exceed a rotor diameter of 303 metres;
- (d) be less than 800 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 800 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind); or
- (e) have a draught height which is less than the minimum draught height specified for the relevant wind turbine generator capacity in the table below—

<i>Wind Turbine Generator Capacity</i>	<i>Minimum draught height</i>
Up to and including 14.6MW	35m from MHWS
14.7 MW and above	30m from MHWS

(2) References to the location of a wind turbine generator in paragraph (1) above are references to the centre point of that turbine.

**Commencement Information**

**I120** Sch. 9 Pt. 4 para. 1 in force at 1.1.2022, see [art. 1](#)

2.—(1) The dimensions of any offshore service platform forming part of the authorised scheme must not exceed 100 metres in height when measured from HAT, 90 metres in length and 60 metres in width.

- (2) Each meteorological mast must not exceed a height of 200 metres above HAT.
- (3) Each meteorological mast must not have more than one supporting foundation.

**Commencement Information**

**I121** Sch. 9 Pt. 4 para. 2 in force at 1.1.2022, see [art. 1](#)

3. The total length of the cables and the area and volume of their cable protection must not exceed the individual distributions set out in Table 2 of the outline scour protection and cable protection plan and must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>3</sup>)</i>	<i>Cable protection (m<sup>2</sup>)</i>
Work No. 1(e) and (f) (array)	600 kilometres	198,500 m <sup>3</sup>	389,000 m <sup>2</sup>

**Commencement Information**

**I122** Sch. 9 Pt. 4 para. 3 in force at 1.1.2022, see [art. 1](#)

- 4.—(1) In relation to a wind turbine generator, each foundation using piles must not have—
  - (a) more than four driven piles;

- (b) in the case of single pile structures, a pile diameter which is more than 15 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than five metres.

(2) In relation to a wind turbine generator, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 1,963m<sup>2</sup>.

**Commencement Information**

**I123** Sch. 9 Pt. 4 para. 4 in force at 1.1.2022, see [art. 1](#)

5.—(1) In relation to a meteorological mast, each foundation using piles must not have—

- (a) more than four driven piles;
- (b) in the case of single pile structures, a pile diameter which is more than 10 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than three metres.

(2) In relation to a meteorological mast, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 314 m<sup>2</sup>.

**Commencement Information**

**I124** Sch. 9 Pt. 4 para. 5 in force at 1.1.2022, see [art. 1](#)

6.—(1) In relation to an offshore service platform, each foundation using piles must not have—

- (a) more than six driven piles; or
- (b) a pile diameter which is more than three metres.

(2) In relation to an offshore service platform, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 7,500 m<sup>2</sup>.

**Commencement Information**

**I125** Sch. 9 Pt. 4 para. 6 in force at 1.1.2022, see [art. 1](#)

7.—(1) In relation to any LIDAR measurement buoys, each foundation using piles must not have a pile diameter of greater than 10 metres.

(2) In relation to any LIDAR measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 78.5 m<sup>2</sup> per buoy and 157 m<sup>2</sup> in total.

(3) In relation to any wave measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 150m<sup>2</sup> per buoy and 300 m<sup>2</sup> in total.

**Commencement Information**

**I126** Sch. 9 para. 7 in force at 1.1.2022, see [art. 1](#)

**Commencement Information****I120** Sch. 9 Pt. 4 para. 1 in force at 1.1.2022, see [art. 1](#)**I121** Sch. 9 Pt. 4 para. 2 in force at 1.1.2022, see [art. 1](#)**I122** Sch. 9 Pt. 4 para. 3 in force at 1.1.2022, see [art. 1](#)**I123** Sch. 9 Pt. 4 para. 4 in force at 1.1.2022, see [art. 1](#)**I124** Sch. 9 Pt. 4 para. 5 in force at 1.1.2022, see [art. 1](#)**I125** Sch. 9 Pt. 4 para. 6 in force at 1.1.2022, see [art. 1](#)**I126** Sch. 9 para. 7 in force at 1.1.2022, see [art. 1](#)**Phasing of the authorised scheme and scenarios**

**8.**—(1) Taken together with works authorised and proposed to be constructed pursuant to licence 2 (generation)—

- (a) the total electrical export capacity of the authorised scheme must not exceed 1,800MW at the point of connection to the offshore electrical platform(s);
- (b) the total number of wind turbine generators forming part of the authorised scheme must not exceed 158;
- (c) the total number of offshore service platforms forming part of the authorised scheme must not exceed one;
- (d) the total number of meteorological masts forming part of the authorised scheme must not exceed two;
- (e) the total number of LIDAR measurement buoys forming part of the authorised scheme must not exceed two;
- (f) the total number of wave measurement buoys forming part of the authorised scheme must not exceed two;
- (g) the total amount of scour protection for the wind turbine generators, offshore service platform, meteorological masts and measurement buoys forming part of the authorised scheme must not exceed 25,834,269 m<sup>3</sup> and 5,166,854 m<sup>2</sup> and must not exceed the distributed quantities of scour protection set out in Table 1 of the outline scour protection and cable protection plan;
- (h) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 37,698,890 m<sup>3</sup>;
- (i) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 399,776 m<sup>3</sup>; and
- (j) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 3 of this licence.

(2) Prior to commencement of the authorised scheme the undertaker must give notice to the MMO detailing:

- (a) whether the authorised scheme will be —
  - (i) commenced under scenario 1 or scenario 2; and
  - (ii) constructed in a single offshore phase under this licence or in two offshore phases under this licence and licence 2 (generation).

(3) Where the authorised scheme will be constructed in two offshore phases the undertaker must give notice to the MMO detailing —

- (a) prior to the commencement of phase 1, the total number of wind turbine generators offshore service platform, meteorological masts, LIDAR measurement buoys and wave measurement buoys to be constructed in that phase; and
- (b) prior to the commencement of phase 2, the total number of wind turbine generators offshore service platform, meteorological masts, LIDAR measurement buoys and wave measurement buoys to be constructed in that phase.

#### Commencement Information

I127 Sch. 9 para. 8 in force at 1.1.2022, see [art. 1](#)

### Notifications and inspections

- 9.—(1) The undertaker must ensure that—
- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
    - (i) all agents and contractors notified to the MMO in accordance with condition 17; and
    - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 17; and
  - (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 17 are permitted to carry out the licensed activities.
- (3) Copies of this licence must also be available for inspection at the following locations—
- (a) the undertaker’s registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.
- (7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—
- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
  - (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities;



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and confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 1 (wind turbine generators or other offshore construction activities including array cables and fibre optic cables) and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 14(1)(b). Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (ten days prior), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish, and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within five days.

#### Commencement Information

**I128** Sch. 9 para. 9 in force at 1.1.2022, see [art. 1](#)

#### Aids to navigation

**10.—(1)** The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 14(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any

failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 9(11) and condition 9(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

**Commencement Information**

**I129** Sch. 9 para. 10 in force at 1.1.2022, see [art. 1](#)

**Colouring of structures**

**11.**—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

**Commencement Information**

**I130** Sch. 9 para. 11 in force at 1.1.2022, see [art. 1](#)

**Chemicals, drilling and debris**

**12.**—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme, including any chemical agents placed within any monopile void, must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002(48) (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site reference HU217 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

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(48) [S.I. 2002/1355](#).

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

#### Commencement Information

**I131** Sch. 9 para. 12 in force at 1.1.2022, see [art. 1](#)

### Force majeure

**13.**—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence whether within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

#### Commencement Information

**I132** Sch. 9 para. 13 in force at 1.1.2022, see [art. 1](#)

### Pre-construction plans and documentation

**14.**—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000 including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—
  - (i) the proposed location and choice of foundation of all wind turbine generators, offshore electrical platforms, offshore service platform and meteorological masts;
  - (ii) the height to the tip of the vertical blade of all wind turbine generators;
  - (iii) the height to the centreline of the generator shaft forming part of the hub of all wind turbine generators;

- (iv) the rotor diameter and spacing of all wind turbine generators;
- (v) the height of all lattice towers forming part of all meteorological masts;
- (vi) the height, length and width of all offshore service platform;
- (vii) the dimensions of all foundations;
- (viii) the length and arrangement of all cables (including fibre optic cables) comprising Work No. 1(e);
- (ix) the proposed layout of all wind turbine generators (in accordance with the recommendations for layout contained in MGN543 and its annexes), offshore service platform and meteorological masts including any exclusion zones identified under sub-paragraph (1)(h)(iv);
- (x) a plan showing the indicative layout of all wind turbine generators, offshore service platform and meteorological masts including all exclusion zones (insofar as not shown in (ix) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv);
- (xi) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i); and
- (xii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, offshore electrical platform, substation and meteorological mast.

to ensure conformity with the description of Work No. 1 and compliance with conditions 1 to 8 above.

- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 17, 18, 19 and 20; and
  - (iv) an indicative written construction programme for all wind turbine generators offshore service platform, meteorological masts, measurement buoys and cables (including fibre optic cables) comprised in the works in Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);

with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—

- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
- (bb) at least four months prior to construction, detail on construction monitoring; and
- (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;

unless otherwise agreed in writing with the MMO.

- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
  - (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works, and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);

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- (ii) soft start procedures with specified duration periods;
  - (iii) cable (including fibre optic cable) installation;
  - (iv) contractors;
  - (v) vessels, vessels maintenance and vessel transit corridors; and
  - (vi) associated and ancillary works.
- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer;
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 9 and to address the interaction of the licensed activities with fishing activities; and
  - (vi) procedures to be followed within vessels transit corridors to minimise disturbance to red-throated diver during operation and maintenance activities.
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub-paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) In the event that piled foundations are proposed to be used, at least six months prior to commencement of licensed activities, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A cable specification, installation and monitoring plan, to include—
- (i) technical specification of offshore cables (including fibre optic cables) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cables) laying plan for the Order limits, incorporating a burial risk assessment, encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to chart datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or such similar assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
  - (iii) proposals for monitoring offshore cables (including fibre optic cables) including cable protection during the operational lifetime of the authorised scheme which

includes a risk based approach to the management of unburied or shallow buried cables.

- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean high water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—
- (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 18(2)(a) and in accordance with the offshore in principle monitoring plan.
- (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
- (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 10 for the lifetime of the authorised scheme.
- (l) In relation to ornithological monitoring—
- (i) a plan setting out the aims, objectives and timing for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) at least four months prior to the first pre-construction survey (as referred to in condition 14(1)(b)(aa)), and
  - (ii) an ornithological monitoring plan setting out the methods for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) in accordance with the details and timescales approved pursuant to the plan referred to in sub-paragraph (i).

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(m) In the event that piled foundations are proposed to be used, at least six months prior to commencement of licensed activities, a site integrity plan which accords with the principles set out in the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan, and which the MMO is satisfied would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.

(3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed—

- (a) 5,000kJ in respect of monopile foundations; and
- (b) 2,700kJ in respect of pin piles.

**Commencement Information**

**I133** Sch. 9 para. 14 in force at 1.1.2022, see [art. 1](#)

**15.**—(1) Any archaeological reports produced in accordance with condition 14(1)(h)(iii) must be agreed with the MMO in consultation with the statutory historic body.

(2) The design plan required by condition 14(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 14 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 14.

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 14 as soon as practicable and in any event, within a period of four months commencing on the date the application is received by the MMO.

(6) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 14, unless otherwise agreed in writing by the MMO.

(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

**Commencement Information**

**I134** Sch. 9 para. 15 in force at 1.1.2022, see [art. 1](#)

**Commencement Information**

**I133** Sch. 9 para. 14 in force at 1.1.2022, see [art. 1](#)

**I134** Sch. 9 para. 15 in force at 1.1.2022, see [art. 1](#)

**Post-construction plans and documents**

**16.** The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MMO, MCA and UKHO.

**Commencement Information**

**I135** Sch. 9 para. 16 in force at 1.1.2022, see [art. 1](#)

**Reporting of engaged agents, contractors and vessels**

**17.—**(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

**Commencement Information**

**I136** Sch. 9 para. 17 in force at 1.1.2022, see [art. 1](#)

**Pre-construction monitoring and surveys**

**18.—**(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to—

- (a) undertake appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works;

- (b) undertake a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works;
- (c) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l); and
- (d) undertake or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 14(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

#### Commencement Information

**I137** Sch. 9 para. 18 in force at 1.1.2022, see [art. 1](#)

#### Construction monitoring

**19.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) Construction monitoring must include traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House.

(5) In the event that piled foundations are proposed to be used, the details submitted in accordance with the offshore in principle monitoring plan must include proposals for monitoring marine mammals.

**Commencement Information**

**I138** Sch. 9 para. 19 in force at 1.1.2022, see [art. 1](#)

**Post construction**

**20.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to—

- (a) undertake an appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) undertake, within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;
- (c) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l);
- (d) undertake post-construction traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House; and
- (e) undertake or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 14(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables (including fibre optic cables), the cable monitoring plan required under condition 14(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

**Commencement Information**

**I139** Sch. 9 para. 20 in force at 1.1.2022, see [art. 1](#)

**Reporting of impact pile driving**

**21.**—(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s Forward Look requirements;
- (b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements; and
- (c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements.

(2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition—

“Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas; and

“Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

**Commencement Information**

**I140** Sch. 9 para. 21 in force at 1.1.2022, see [art. 1](#)

**Reporting of scour and cable protection**

**22.**—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

- (a) location of the cable protection and scour protection;
- (b) volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

**Commencement Information**

**I141** Sch. 9 para. 22 in force at 1.1.2022, see [art. 1](#)

**Completion of construction**

**23.**—(1) The undertaker must submit a close out report to the MMO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

- (a) the final number of installed turbine generators;

- (b) the installed wind turbine generator parameters relevant for ornithological collision risk modelling.
- (2) Following completion of construction, no further construction activities can be undertaken under this licence.

**Commencement Information**

**I142** Sch. 9 para. 23 in force at 1.1.2022, see [art. 1](#)

SCHEDULE 10

Article 32

Deemed Licence under the 2009 Act – Generation Assets (Licence 2 – Phase 2)

**PART 1**

Interpretation

**1.—(1)** In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2011 Regulations” means the Marine Licensing (Licence Application Appeals) Regulations 2011<sup>(49)</sup>;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017<sup>(50)</sup>;

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work No. 1 described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

<sup>(49)</sup> S.I. 2011/934.

<sup>(50)</sup> S.I. 2017/1013.

**Changes to legislation:** *There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)*

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order;

“draught height” means the distance between the lowest point of the rotating blade of the wind turbine generator and MHWS;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“gravity base” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

“in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Boreas Southern North Sea Special area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

“jacket foundation” means a steel jacket/ lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 1 (generation)” means the licence set out in Schedule 9 (deemed licence under the 2009 Act – generation assets (licence 1 – phase 1));

“licensed activities” means the activities specified in Part 3 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable and any component part of any wind turbine generator, offshore electrical substation, offshore service platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“marker buoy” means any floating device used for marker or navigation purposes, including LIDAR buoys and wave buoys;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“measurement buoy” means any floating device used for measurement purposes, including LIDAR buoys and wave buoys;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Norfolk Boreas Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Order

“Norfolk Vanguard Offshore Wind Farm” means the offshore wind farm for which Norfolk Vanguard Limited has sought a development consent order pursuant to an application submitted to the Secretary of State on 26th June 2018;

“Norfolk Vanguard East” means the eastern offshore wind site of the Norfolk Vanguard Offshore Wind Farm;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“offshore service platform” means a platform to house workers offshore and/or provide refuelling facilities and sheltering facilities for helicopters;

“the Order” means the Norfolk Boreas Offshore Wind Farm Order 2021;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline marine traffic monitoring strategy” means the document certified as the outline marine traffic monitoring strategy by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“relevant site” means a European offshore marine site or a European site as defined in the 2017 Regulations;

“scenario 1” means the scenario in which the Norfolk Vanguard Offshore Wind Farm proceeds to construction and carries out enabling works, including the laying of onshore cable ducts, to benefit the Norfolk Boreas Offshore Wind Farm;

“scenario 2” means the scenario in which the Norfolk Vanguard Offshore Wind Farm does not proceed to construction and Norfolk Boreas Offshore Wind Farm is built out as an independent project including the laying of onshore cable ducts;

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement.

“single offshore phase” means carrying out all offshore works as a single construction operation;

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“tetrabase foundation” means a tripod shaped steel frame anchored under its own weight or through pin pile or suction bucket anchoring and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Norfolk Boreas Limited (Company No. 03722058) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, rotor with up to three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include corrosion protection systems, helicopter landing facilities and other associated equipment, fixed to a foundation;

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

**Commencement Information**

**I143** Sch. 10 Pt. 1 para. 1 in force at 1.1.2022, see [art. 1](#)

**2.** A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

**Commencement Information**

**I144** Sch. 10 Pt. 1 para. 2 in force at 1.1.2022, see [art. 1](#)

**3.** Unless otherwise indicated—

(a) all times are taken to be Greenwich Mean Time (GMT); and

- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

**Commencement Information**

**I145** Sch. 10 Pt. 1 para. 3 in force at 1.1.2022, see [art. 1](#)

4. Except where otherwise notified in writing by the relevant organisation, the primary points of contact with the organisations listed below and the addresses for returns and correspondence are—

- (a) Marine Management Organisation  
Marine Licensing  
Lancaster House  
Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;
- (b) Marine Management Organisation (local office)  
Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;
- (c) Trinity House  
Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;
- (d) The United Kingdom Hydrographic Office  
Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900;
- (e) Maritime and Coastguard Agency  
Navigation Safety Branch  
Bay 2/20, Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

Tel: 020 3817 2426;

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244;

(g) Natural England

Area 1C, Nobel House

17 Smith Square

London

SW1P 2AL

Tel: 0300 060 4911;

(h) Historic England

Cannon Bridge House

25 Dowgate Hill

London

EC4R 2YA

Tel: 020 7973 3700

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**Commencement Information**

**I146** Sch. 10 Pt. 1 para. 4 in force at 1.1.2022, see [art. 1](#)

## PART 2

### Licensed Marine Activities – General

1. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes), and the completion of such programme has been confirmed by the Secretary of State in writing.

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**Commencement Information**

**I147** Sch. 10 Pt. 2 para. 1 in force at 1.1.2022, see [art. 1](#)

2. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).

**Commencement Information**

**I148** Sch. 10 Pt. 2 para. 2 in force at 1.1.2022, see [art. 1](#)

3. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

**Commencement Information**

**I149** Sch. 10 Pt. 2 para. 3 in force at 1.1.2022, see [art. 1](#)

4. Any amendments to or variations from the approved plans, protocols or statements must be minor or immaterial and it must be demonstrated to the satisfaction of the MMO that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

**Commencement Information**

**I150** Sch. 10 Pt. 2 para. 4 in force at 1.1.2022, see [art. 1](#)

5. The substances or articles authorised for deposit at sea are—
- (a) iron and steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works; and
  - (g) marine coatings, other chemicals and timber.

**Commencement Information**

**I151** Sch. 10 Pt. 2 para. 5 in force at 1.1.2022, see [art. 1](#)

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 28.789" N	14' 3° 3' 31.257" E	117	52° 48' 9.945" N	2° 51' 14.086" E
2	52° 14.962" N	56' 3° 8' 41.012" E	118	52° 34.455" N	47' 2° 46' 27.112" E
3	52° 14.268" N	52' 2° 45' 34.286" E	119	52° 27.872" N	47' 2° 45' 34.071" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
4	53° 3' 46.017" N	2° 45' 35.676" E	120	52° 41.636" N	51' 2° 45' 34.220" E
5	53° 8' 27.770" N	2° 48' 38.429" E	121	52° 50.970" N	51' 2° 46' 27.714" E
6	53° 52.532" N	13' 3° 2' 3.556" E	122	52° 49.498" N	52' 2° 52' 4.152" E
7	53° 53.967" N	13' 3° 2' 7.131" E	123	52° 53' 4.385" N	2° 51' 57.093" E
8	53° 59.710" N	13' 3° 2' 21.440" E	124	52° 19.948" N	53' 2° 51' 49.713" E
9	53° 14' 8.462" N	3° 2' 43.249" E	125	52° 14.268" N	52' 2° 45' 34.286" E
10	53° 21.060" N	14' 3° 3' 12.673" E	126	53° 3' 46.017" N	2° 45' 35.676" E
11	53° 30.403" N	10' 2° 59' 5.331" E	127	53° 8' 27.770" N	2° 48' 38.429" E
12	53° 30.387" N	10' 2° 59' 6.176" E	128	53° 52.532" N	13' 3° 2' 3.556" E
13	53° 30.403" N	10' 2° 59' 7.022" E	129	53° 53.967" N	13' 3° 2' 7.131" E
14	53° 30.451" N	10' 2° 59' 7.863" E	130	53° 59.710" N	13' 3° 2' 21.440" E
15	53° 30.531" N	10' 2° 59' 8.699" E	131	53° 14' 8.462" N	3° 2' 43.249" E
16	53° 30.641" N	10' 2° 59' 9.524" E	132	53° 21.060" N	14' 3° 3' 12.673" E
17	53° 30.783" N	10' 2° 59' 10.336" E	133	53° 30.403" N	10' 2° 59' 5.331" E
18	53° 30.955" N	10' 2° 59' 11.131" E	134	53° 30.387" N	10' 2° 59' 6.176" E
19	53° 31.157" N	10' 2° 59' 11.907" E	135	53° 30.403" N	10' 2° 59' 7.022" E
20	53° 31.388" N	10' 2° 59' 12.661" E	136	53° 30.451" N	10' 2° 59' 7.863" E
21	53° 31.646" N	10' 2° 59' 13.389" E	137	53° 30.531" N	10' 2° 59' 8.699" E
22	53° 31.932" N	10' 2° 59' 14.088" E	138	53° 30.641" N	10' 2° 59' 9.524" E
23	53° 32.243" N	10' 2° 59' 14.756" E	139	53° 30.783" N	10' 2° 59' 10.336" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
24	53° 32.579" N	10' 2° 59' 15.390" E	140	53° 30.955" N	10' 2° 59' 11.131" E
25	53° 32.938" N	10' 2° 59' 15.988" E	141	53° 31.157" N	10' 2° 59' 11.907" E
26	53° 33.319" N	10' 2° 59' 16.548" E	142	53° 31.388" N	10' 2° 59' 12.661" E
27	53° 33.721" N	10' 2° 59' 17.066" E	143	53° 31.646" N	10' 2° 59' 13.389" E
28	53° 34.141" N	10' 2° 59' 17.541" E	144	53° 31.932" N	10' 2° 59' 14.088" E
29	53° 34.578" N	10' 2° 59' 17.972" E	145	53° 32.243" N	10' 2° 59' 14.756" E
30	53° 35.031" N	10' 2° 59' 18.356" E	146	53° 32.579" N	10' 2° 59' 15.390" E
31	53° 35.497" N	10' 2° 59' 18.692" E	147	53° 32.938" N	10' 2° 59' 15.988" E
32	53° 35.975" N	10' 2° 59' 18.978" E	148	53° 33.319" N	10' 2° 59' 16.548" E
33	53° 36.463" N	10' 2° 59' 19.214" E	149	53° 33.721" N	10' 2° 59' 17.066" E
34	53° 36.959" N	10' 2° 59' 19.398" E	150	53° 34.141" N	10' 2° 59' 17.541" E
35	53° 37.461" N	10' 2° 59' 19.531" E	151	53° 34.578" N	10' 2° 59' 17.972" E
36	53° 37.966" N	10' 2° 59' 19.610" E	152	53° 35.031" N	10' 2° 59' 18.356" E
37	53° 38.474" N	10' 2° 59' 19.637" E	153	53° 35.497" N	10' 2° 59' 18.692" E
38	53° 38.982" N	10' 2° 59' 19.610" E	154	53° 35.975" N	10' 2° 59' 18.978" E
39	53° 39.488" N	10' 2° 59' 19.531" E	155	53° 36.463" N	10' 2° 59' 19.214" E
40	53° 39.990" N	10' 2° 59' 19.399" E	156	53° 36.959" N	10' 2° 59' 19.398" E
41	53° 40.485" N	10' 2° 59' 19.214" E	157	53° 37.461" N	10' 2° 59' 19.531" E
42	53° 40.973" N	10' 2° 59' 18.978" E	158	53° 37.966" N	10' 2° 59' 19.610" E
43	53° 41.451" N	10' 2° 59' 18.692" E	159	53° 38.474" N	10' 2° 59' 19.637" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
44	53° 41.918" N	10' 2° 59' 18.356" E	160	53° 38.982" N	10' 2° 59' 19.610" E
45	53° 42.370" N	10' 2° 59' 17.972" E	161	53° 39.488" N	10' 2° 59' 19.531" E
46	53° 42.807" N	10' 2° 59' 17.542" E	162	53° 39.990" N	10' 2° 59' 19.399" E
47	53° 43.228" N	10' 2° 59' 17.067" E	163	53° 40.485" N	10' 2° 59' 19.214" E
48	53° 43.629" N	10' 2° 59' 16.548" E	164	53° 40.973" N	10' 2° 59' 18.978" E
49	53° 44.010" N	10' 2° 59' 15.989" E	165	53° 41.451" N	10' 2° 59' 18.692" E
50	53° 44.369" N	10' 2° 59' 15.391" E	166	53° 41.918" N	10' 2° 59' 18.356" E
51	53° 44.705" N	10' 2° 59' 14.757" E	167	53° 42.370" N	10' 2° 59' 17.972" E
52	53° 45.017" N	10' 2° 59' 14.089" E	168	53° 42.807" N	10' 2° 59' 17.542" E
53	53° 45.302" N	10' 2° 59' 13.389" E	169	53° 43.228" N	10' 2° 59' 17.067" E
54	53° 45.561" N	10' 2° 59' 12.661" E	170	53° 43.629" N	10' 2° 59' 16.548" E
55	53° 45.792" N	10' 2° 59' 11.908" E	171	53° 44.010" N	10' 2° 59' 15.989" E
56	53° 45.993" N	10' 2° 59' 11.132" E	172	53° 44.369" N	10' 2° 59' 15.391" E
57	53° 46.166" N	10' 2° 59' 10.336" E	173	53° 44.705" N	10' 2° 59' 14.757" E
58	53° 46.307" N	10' 2° 59' 9.524" E	174	53° 45.017" N	10' 2° 59' 14.089" E
59	53° 46.418" N	10' 2° 59' 8.699" E	175	53° 45.302" N	10' 2° 59' 13.389" E
60	53° 46.498" N	10' 2° 59' 7.864" E	176	53° 45.561" N	10' 2° 59' 12.661" E
61	53° 46.545" N	10' 2° 59' 7.022" E	177	53° 45.792" N	10' 2° 59' 11.908" E
62	53° 46.561" N	10' 2° 59' 6.176" E	178	53° 45.993" N	10' 2° 59' 11.132" E
63	53° 46.545" N	10' 2° 59' 5.331" E	179	53° 46.166" N	10' 2° 59' 10.336" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
64	53° 46.498" N	10' 2° 59' 4.489" E	180	53° 46.307" N	10' 2° 59' 9.524" E
65	53° 46.418" N	10' 2° 59' 3.654" E	181	53° 46.418" N	10' 2° 59' 8.699" E
66	53° 46.307" N	10' 2° 59' 2.829" E	182	53° 46.498" N	10' 2° 59' 7.864" E
67	53° 46.166" N	10' 2° 59' 2.017" E	183	53° 46.545" N	10' 2° 59' 7.022" E
68	53° 45.993" N	10' 2° 59' 1.221" E	184	53° 46.561" N	10' 2° 59' 6.176" E
69	53° 45.792" N	10' 2° 59' 0.445" E	185	53° 46.545" N	10' 2° 59' 5.331" E
70	53° 45.561" N	10' 2° 58' 59.691" E	186	53° 46.498" N	10' 2° 59' 4.489" E
71	53° 45.302" N	10' 2° 58' 58.964" E	187	53° 46.418" N	10' 2° 59' 3.654" E
72	53° 45.017" N	10' 2° 58' 58.264" E	188	53° 46.307" N	10' 2° 59' 2.829" E
73	53° 44.705" N	10' 2° 58' 57.596" E	189	53° 46.166" N	10' 2° 59' 2.017" E
74	53° 44.369" N	10' 2° 58' 56.962" E	190	53° 45.993" N	10' 2° 59' 1.221" E
75	53° 44.010" N	10' 2° 58' 56.364" E	191	53° 45.792" N	10' 2° 59' 0.445" E
76	53° 43.629" N	10' 2° 58' 55.804" E	192	53° 45.561" N	10' 2° 58' 59.691" E
77	53° 43.228" N	10' 2° 58' 55.286" E	193	53° 45.302" N	10' 2° 58' 58.964" E
78	53° 42.807" N	10' 2° 58' 54.811" E	194	53° 45.017" N	10' 2° 58' 58.264" E
79	53° 42.370" N	10' 2° 58' 54.380" E	195	53° 44.705" N	10' 2° 58' 57.596" E
80	53° 41.918" N	10' 2° 58' 53.997" E	196	53° 44.369" N	10' 2° 58' 56.962" E
81	53° 41.451" N	10' 2° 58' 53.661" E	197	53° 44.010" N	10' 2° 58' 56.364" E
82	53° 40.973" N	10' 2° 58' 53.374" E	198	53° 43.629" N	10' 2° 58' 55.804" E
83	53° 40.485" N	10' 2° 58' 53.139" E	199	53° 43.228" N	10' 2° 58' 55.286" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
84	53° 39.990" N	10' 2° 58' 52.954" E	200	53° 42.807" N	10' 2° 58' 54.811" E
85	53° 39.488" N	10' 2° 58' 52.822" E	201	53° 42.370" N	10' 2° 58' 54.380" E
86	53° 38.982" N	10' 2° 58' 52.742" E	202	53° 41.918" N	10' 2° 58' 53.997" E
87	53° 38.474" N	10' 2° 58' 52.716" E	203	53° 41.451" N	10' 2° 58' 53.661" E
88	53° 37.966" N	10' 2° 58' 52.742" E	204	53° 40.973" N	10' 2° 58' 53.374" E
89	53° 37.461" N	10' 2° 58' 52.822" E	205	53° 40.485" N	10' 2° 58' 53.139" E
90	53° 36.959" N	10' 2° 58' 52.954" E	206	53° 39.990" N	10' 2° 58' 52.954" E
91	53° 36.463" N	10' 2° 58' 53.139" E	207	53° 39.488" N	10' 2° 58' 52.822" E
92	53° 35.975" N	10' 2° 58' 53.375" E	208	53° 38.982" N	10' 2° 58' 52.742" E
93	53° 35.497" N	10' 2° 58' 53.661" E	209	53° 38.474" N	10' 2° 58' 52.716" E
94	53° 35.031" N	10' 2° 58' 53.997" E	210	53° 37.966" N	10' 2° 58' 52.742" E
95	53° 34.578" N	10' 2° 58' 54.381" E	211	53° 37.461" N	10' 2° 58' 52.822" E
96	53° 34.141" N	10' 2° 58' 54.812" E	212	53° 36.959" N	10' 2° 58' 52.954" E
97	53° 33.721" N	10' 2° 58' 55.287" E	213	53° 36.463" N	10' 2° 58' 53.139" E
98	53° 33.319" N	10' 2° 58' 55.805" E	214	53° 35.975" N	10' 2° 58' 53.375" E
99	53° 32.938" N	10' 2° 58' 56.364" E	215	53° 35.497" N	10' 2° 58' 53.661" E
100	53° 32.579" N	10' 2° 58' 56.962" E	216	53° 35.031" N	10' 2° 58' 53.997" E
101	53° 32.243" N	10' 2° 58' 57.597" E	217	53° 34.578" N	10' 2° 58' 54.381" E
102	53° 31.932" N	10' 2° 58' 58.265" E	218	53° 34.141" N	10' 2° 58' 54.812" E
103	53° 31.646" N	10' 2° 58' 58.964" E	219	53° 33.721" N	10' 2° 58' 55.287" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
104	53° 31.388" N	10' 2° 58' 59.692" E	220	53° 33.319" N	10' 2° 58' 55.805" E
105	53° 31.157" N	10' 2° 59' 0.445" E	221	53° 32.938" N	10' 2° 58' 56.364" E
106	53° 30.955" N	10' 2° 59' 1.221" E	222	53° 32.579" N	10' 2° 58' 56.962" E
107	53° 30.783" N	10' 2° 59' 2.017" E	223	53° 32.243" N	10' 2° 58' 57.597" E
108	53° 30.641" N	10' 2° 59' 2.829" E	224	53° 31.932" N	10' 2° 58' 58.265" E
109	53° 30.531" N	10' 2° 59' 3.654" E	225	53° 31.646" N	10' 2° 58' 58.964" E
110	53° 30.451" N	10' 2° 59' 4.489" E	226	53° 31.388" N	10' 2° 58' 59.692" E
111	53° 28.789" N	14' 3° 3' 31.257" E	227	53° 31.157" N	10' 2° 59' 0.445" E
112	52° 14.962" N	56' 3° 8' 41.012" E	228	53° 30.955" N	10' 2° 59' 1.221" E
113	52° 27.033" N	54' 2° 58' 15.457" E	229	53° 30.783" N	10' 2° 59' 2.017" E
114	52° 11.424" N	54' 2° 58' 22.820" E	230	53° 30.641" N	10' 2° 59' 2.829" E
115	52° 56.239" N	53' 2° 58' 29.982" E	231	53° 30.531" N	10' 2° 59' 3.654" E
116	52° 50.103" N	49' 2° 56' 54.167" E	232	53° 30.451" N	10' 2° 59' 4.489" E

#### Commencement Information

**I152** Sch. 10 Pt. 2 para. 6 in force at 1.1.2022, see [art. 1](#)

## PART 3

### Details of Licensed Marine Activities

**1.** Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to a total of 37,698,890 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site reference HU217 within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 36,000,000 m<sup>3</sup> for cable and fibre optic cable installation;
  - (ii) 1,648,824 m<sup>3</sup> for the wind turbine generators;
  - (iii) 37,500 m<sup>3</sup> for the offshore service platform; and
  - (iv) 12,566 m<sup>3</sup> for the meteorological masts; and
- (e) the removal of static fishing equipment; and
- (f) The disposal of drill arisings in connection with any foundation drilling up to a total of 399,776 m<sup>3</sup>.

#### Commencement Information

**I153** Sch. 10 Pt. 3 para. 1 in force at 1.1.2022, see [art. 1](#)

**2.—(1)** Such activities are authorised in relation to the construction, maintenance and operation of (in the event of scenario 1 and scenario 2 unless otherwise stated below)—

Work No. 1 (phase 2) in the event of scenario 1 and scenario 2—

- (a) an offshore wind turbine generating station with an electrical export capacity of up to 1,800 MW at the point of connection to the offshore electrical platform(s) referred to at Work No. 2 comprising up to 158 wind turbine generators each fixed to the seabed by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson), gravity base or tetrabase fitted with rotating blades and situated within the area shown on the works plan and further comprising (b) to (e) below;
- (b) up to one offshore service platform fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base;
- (c) up to two meteorological masts fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled or suction caisson), jacket (piled or suction caisson) or gravity base;
- (d) up to two LIDAR measurement buoys fixed to the seabed within the area shown on the works plan by one of the following foundation types: monopile (piled) or floating and up to two wave measurement buoys fixed to the seabed within the area shown on the works plan by one foundation type (floating); and
- (e) a network of subsea array cables and fibre optic cables within the area shown on the works plan between the wind turbine generators, and between the wind turbine generators and Work No.2 including one or more offshore cable crossings.

In the event of scenario 1:

- (f) a network of subsea cables and fibre optic cables connecting wind turbine generators within (a) above to an offshore electrical platform within Norfolk Vanguard East including one or more offshore cable crossings.

(2) In connection with such Work No. 1 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence including:

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work No. 1 and the disposal of up to a total of 37,698,890 m<sup>3</sup> of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits; and
- (d) removal of static fishing equipment;

(3) In connection with such Work No. 1, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

**Commencement Information**

**I154** Sch. 10 Pt. 3 para. 2 in force at 1.1.2022, see [art. 1](#)

## PART 4

### Conditions

#### Design parameters

1.—(1) Subject to paragraph (2), each wind turbine generator forming part of the authorised scheme must not—

- (a) exceed a height of 350 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a height of 198.5 metres to the height of the centreline of the generator shaft forming part of the hub when measured from HAT;
- (c) exceed a rotor diameter of 303 metres;
- (d) be less than 800 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 800 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind); or
- (e) have a draught height which is less than the minimum draught height specified for the relevant wind turbine generator capacity in the table below—

<i>Wind Turbine Generator Capacity</i>	<i>Minimum draught height</i>
Up to and including 14.6MW	35m from MHWS

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Wind Turbine Generator Capacity</i>	<i>Minimum draught height</i>
14.7 MW and above	30m from MHWS

(2) References to the location of a wind turbine generator in paragraph (1) above are references to the centre point of that turbine.

**Commencement Information**

**I155** Sch. 10 Pt. 4 para. 1 in force at 1.1.2022, see [art. 1](#)

2.—(1) The dimensions of any offshore service platform forming part of the authorised scheme must not exceed 100 metres in height when measured from HAT, 90 metres in length and 60 metres in width.

(2) Each meteorological mast must not exceed a height of 200 metres above HAT.

(3) Each meteorological mast must not have more than one supporting foundation.

**Commencement Information**

**I156** Sch. 10 Pt. 4 para. 2 in force at 1.1.2022, see [art. 1](#)

3. The total length of the cables and the area and volume of their cable protection must not exceed the individual distributions set out in Table 2 of the outline scour protection and cable protection plan and must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>3</sup>)</i>	<i>Cable protection (m<sup>2</sup>)</i>
Work No. 1(e) and (f) (array)	600 kilometres	198,500 m <sup>3</sup>	389,000 m <sup>2</sup>

**Commencement Information**

**I157** Sch. 10 Pt. 4 para. 3 in force at 1.1.2022, see [art. 1](#)

4.—(1) In relation to a wind turbine generator, each foundation using piles must not have—

- (a) more than four driven piles;
- (b) in the case of single pile structures, a pile diameter which is more than 15 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than five metres.

(2) In relation to a wind turbine generator, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 1,963m<sup>2</sup>.

**Commencement Information**

**I158** Sch. 10 Pt. 4 para. 4 in force at 1.1.2022, see [art. 1](#)

5.—(1) In relation to a meteorological mast, each foundation using piles must not have—

- (a) more than four driven piles;

- (b) in the case of single pile structures, a pile diameter which is more than 10 metres; or
- (c) in the case of two or more pile structures, have a pile diameter which is more than three metres.

(2) In relation to a meteorological mast, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 314 m<sup>2</sup>.

**Commencement Information**

**I159** Sch. 10 Pt. 4 para. 5 in force at 1.1.2022, see [art. 1](#)

6.—(1) In relation to an offshore service platform, each foundation using piles must not have—

- (a) more than six driven piles; or
- (b) a pile diameter which is more than three metres.

(2) In relation to an offshore service platform, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 7,500 m<sup>2</sup>.

**Commencement Information**

**I160** Sch. 10 Pt. 4 para. 6 in force at 1.1.2022, see [art. 1](#)

7.—(1) In relation to any LIDAR measurement buoys, each foundation using piles must not have a pile diameter of greater than 10 metres.

(2) In relation to any LIDAR measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 78.5 m<sup>2</sup> per buoy and 157 m<sup>2</sup> in total.

(3) In relation to any wave measurement buoys, each foundation must not have a seabed footprint area (excluding scour protection) of greater than 150 m<sup>2</sup> per buoy and 300 m<sup>2</sup> in total.

**Commencement Information**

**I161** Sch. 10 para. 7 in force at 1.1.2022, see [art. 1](#)

**Commencement Information**

**I155** Sch. 10 Pt. 4 para. 1 in force at 1.1.2022, see [art. 1](#)

**I156** Sch. 10 Pt. 4 para. 2 in force at 1.1.2022, see [art. 1](#)

**I157** Sch. 10 Pt. 4 para. 3 in force at 1.1.2022, see [art. 1](#)

**I158** Sch. 10 Pt. 4 para. 4 in force at 1.1.2022, see [art. 1](#)

**I159** Sch. 10 Pt. 4 para. 5 in force at 1.1.2022, see [art. 1](#)

**I160** Sch. 10 Pt. 4 para. 6 in force at 1.1.2022, see [art. 1](#)

**I161** Sch. 10 para. 7 in force at 1.1.2022, see [art. 1](#)

**Phasing of the authorised scheme**

8.—(1) Taken together with works authorised and proposed to be constructed pursuant to licence 1 (generation)—

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

- (a) the total electrical export capacity of the authorised scheme must not exceed 1,800MW at the point of connection to the offshore electrical platform(s);
- (b) the total number of wind turbine generators forming part of the authorised scheme must not exceed 158;
- (c) the total number of offshore service platform forming part of the authorised scheme must not exceed one;
- (d) the total number of meteorological masts forming part of the authorised scheme must not exceed two;
- (e) the total number of LIDAR measurement buoys forming part of the authorised scheme must not exceed two;
- (f) the total number of wave measurement buoys forming part of the authorised scheme must not exceed two;
- (g) the total amount of scour protection for the wind turbine generators, offshore service platform, meteorological masts and measurement buoys forming part of the authorised scheme must not exceed 25,834,269 m<sup>3</sup> and 5,166,854 m<sup>2</sup> and must not exceed the distributed quantities of scour protection set out in Table 1 of the outline scour protection and cable protection plan;
- (h) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 37,698,890 m<sup>3</sup>;
- (i) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 399,776 m<sup>3</sup>; and
- (j) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 3 of this licence.

(2) Prior to the commencement of the authorised scheme, where the authorised scheme will be constructed in two offshore phases (under licence 1 (generation) and this licence), the undertaker must give notice to the MMO detailing the total number of wind turbine generators, offshore service platform, meteorological masts, LIDAR measurement buoys and wave measurement buoys to be constructed in this phase under this licence.

#### Commencement Information

**I162** Sch. 10 para. 8 in force at 1.1.2022, see [art. 1](#)

#### Notifications and inspections

9.—(1) The undertaker must ensure that—

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
  - (i) all agents and contractors notified to the MMO in accordance with condition 17; and
  - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 17; and
- (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 17 are permitted to carry out the licensed activities.

- (3) Copies of this licence must also be available for inspection at the following locations—
- (a) the undertaker’s registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.
- (7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—
- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
  - (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities;
- and confirmation of notification must be provided to the MMO within five days.
- (8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 1 (wind turbine generators or other offshore construction activities including array cables and fibre optic cables) and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.
- (9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 14(1)(b). Copies of all notices must be provided to the MMO, MCA and UKHO within five days.
- (10) The undertaker must notify the UK Hydrographic Office both of the commencement (ten days prior), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.
- (11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UK Hydrographic Office.
- (12) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within five days.

**Commencement Information**

**I163** Sch. 10 para. 9 in force at 1.1.2022, see [art. 1](#)

**Aids to navigation**

**10.**—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 14(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 9(11) and condition 9(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

**Commencement Information**

**I164** Sch. 10 para. 10 in force at 1.1.2022, see [art. 1](#)

**Colouring of structures**

**11.**—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

**Commencement Information**

**I165** Sch. 10 para. 11 in force at 1.1.2022, see [art. 1](#)

## Chemicals, drilling and debris

12.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme, including any chemical agents placed within any monopile void, must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002(51) (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site reference HU217 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 14(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

### Commencement Information

**I166** Sch. 10 para. 12 in force at 1.1.2022, see [art. 1](#)



**Force majeure**

**13.**—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence whether within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

**Commencement Information**

**I167** Sch. 10 para. 13 in force at 1.1.2022, see [art. 1](#)

**Pre-construction plans and documentation**

**14.**—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000 including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—
  - (i) the proposed location and choice of foundation of all wind turbine generators, offshore electrical platforms, offshore service platform and meteorological masts;
  - (ii) the height to the tip of the vertical blade of all wind turbine generators;
  - (iii) the height to the centreline of the generator shaft forming part of the hub of all wind turbine generators;
  - (iv) the rotor diameter and spacing of all wind turbine generators;
  - (v) the height of all lattice towers forming part of all meteorological masts;
  - (vi) the height, length and width of all offshore service platform;
  - (vii) the dimensions of all foundations;
  - (viii) the length and arrangement of all cables (including fibre optic cables) comprising Work No. 1(e);
  - (ix) the proposed layout of all wind turbine generators (in accordance with the recommendations for layout contained in MGN543 and its annexes), offshore service platform and meteorological masts including any exclusion zones identified under sub-paragraph (1)(h)(iv);
  - (x) a plan showing the indicative layout of all wind turbine generators, offshore service platform and meteorological masts including all exclusion zones (insofar as not shown in (ix) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv);
  - (xi) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i); and
  - (xii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, offshore electrical platform, substation and meteorological mast.

to ensure conformity with the description of Work No. 1 and compliance with conditions 1 to 8 above.

- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
- (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 17, 18, 19 and 20; and
  - (iv) an indicative written construction programme for all wind turbine generators offshore service platform, meteorological masts, measurement buoys and cables (including fibre optic cables) comprised in the works in Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—
- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
  - (bb) at least four months prior to construction, detail on construction monitoring; and
  - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
- unless otherwise agreed in writing with the MMO.
- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
- (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works, and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
  - (ii) soft start procedures with specified duration periods;
  - (iii) cable (including fibre optic cable) installation;
  - (iv) contractors;
  - (v) vessels, vessels maintenance and vessel transit corridors; and
  - (vi) associated and ancillary works.
- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer;
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 9 and to address the interaction of the licensed activities with fishing activities; and

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

- (vi) procedures to be followed within vessels transit corridors to minimise disturbance to red-throated diver during operation and maintenance activities.
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub-paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) In the event that piled foundations are proposed to be used, at least six months prior to commencement of licensed activities, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A cable specification, installation and monitoring plan, to include—
  - (i) technical specification of offshore cables (including fibre optic cables) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cables) laying plan for the Order limits, incorporating a burial risk assessment, encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to chart datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or such similar assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
  - (iii) proposals for monitoring offshore cables (including fibre optic cables) including cable protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables.
- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean high water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—
  - (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;

- (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
  - (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 18(2)(a) and in accordance with the offshore in principle monitoring plan.
  - (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
  - (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 10 for the lifetime of the authorised scheme.
  - (l) In relation to ornithological monitoring—
    - (i) a plan setting out the aims, objectives and timing for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) at least four months prior to the first pre-construction survey (as referred to in condition 14(1)(b)(aa)), and
    - (ii) an ornithological monitoring plan setting out the methods for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) in accordance with the details and timescales approved pursuant to the plan referred to in sub-paragraph (i).
  - (m) In the event that piled foundations are proposed to be used, at least six months prior to commencement of licensed activities, a site integrity plan which accords with the principles set out in the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan, and which the MMO is satisfied would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.
- (2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.
- (3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed—
- (a) 5,000kJ in respect of monopile foundations; and
  - (b) 2,700kJ in respect of pin piles.

**Commencement Information**

**I168** Sch. 10 para. 14 in force at 1.1.2022, see [art. 1](#)

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

**15.—(1)** Any archaeological reports produced in accordance with condition 14(1)(h)(iii) must be agreed with the MMO in consultation with the statutory historic body.

(2) The design plan required by condition 14(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 14 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 14.

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 14 as soon as practicable and in any event, within a period of four months commencing on the date the application is received by the MMO.

(6) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 14, unless otherwise agreed in writing by the MMO.

(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

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**Commencement Information**

**I169** Sch. 10 para. 15 in force at 1.1.2022, see [art. 1](#)

.....  
**Commencement Information**

**I168** Sch. 10 para. 14 in force at 1.1.2022, see [art. 1](#)

**I169** Sch. 10 para. 15 in force at 1.1.2022, see [art. 1](#)

### Post-construction plans and documents

**16.** The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MMO, MCA and UKHO.

.....  
**Commencement Information**

**I170** Sch. 10 para. 16 in force at 1.1.2022, see [art. 1](#)

### Reporting of engaged agents, contractors and vessels

**17.—(1)** The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

**Commencement Information**

**I171** Sch. 10 para. 17 in force at 1.1.2022, see [art. 1](#)

**Pre-construction monitoring and surveys**

**18.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to—

- (a) undertake appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works;
- (b) undertake a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works; and
- (c) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l); and
- (d) undertake or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 14(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

**Commencement Information**

**I172** Sch. 10 para. 18 in force at 1.1.2022, see [art. 1](#)

**Construction monitoring**

**19.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) Construction monitoring must include traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House.

(5) In the event that piled foundations are proposed to be used, the details submitted, in accordance with the offshore in principle monitoring plan must include proposals for monitoring marine mammals.

#### Commencement Information

I173 Sch. 10 para. 19 in force at 1.1.2022, see [art. 1](#)

#### Post construction

**20.**—(1) The undertaker must, in discharging condition 14(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to—

- (a) undertake an appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) undertake, within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;

- (c) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l);
  - (d) undertake post-construction traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House; and
  - (e) undertake or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 14(1)(b).
- (3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.
- (4) Following installation of cables (including fibre optic cables), the cable monitoring plan required under condition 14(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

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**Commencement Information**

**I174** Sch. 10 para. 20 in force at 1.1.2022, see [art. 1](#)

**Reporting of impact pile driving**

**21.**—(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s Forward Look requirements;
  - (b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements; and
  - (c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements.
- (2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.
- (3) For the purpose of this condition—

“Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas; and

“Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

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**Commencement Information**

**I175** Sch. 10 para. 21 in force at 1.1.2022, see [art. 1](#)



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

### Reporting of scour and cable protection

**22.**—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

- (a) location of the cable protection and scour protection;
- (b) volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

#### Commencement Information

**I176** Sch. 10 para. 22 in force at 1.1.2022, see [art. 1](#)

### Completion of construction

**23.**—(1) The undertaker must submit a close out report to the MMO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

- (a) the final number of installed turbine generators;
- (b) the installed wind turbine generator parameters relevant for ornithological collision risk modelling.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

#### Commencement Information

**I177** Sch. 10 para. 23 in force at 1.1.2022, see [art. 1](#)

## SCHEDULE 11

Article 32

Deemed Licence under the 2009 Act – Transmission Assets (Licence 1 – Phase 1)

## PART 1

### Interpretation

**1.**—(1) In this licence—

- “the 2004 Act” means the Energy Act 2004;
- “the 2008 Act” means the Planning Act 2008;
- “the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2011 Regulations” means the Marine Licensing (Licence Application Appeals) Regulations 2011<sup>(52)</sup>;

“the 2017 Regulations” means the Offshore Marine Habitats and Species Regulations 2017<sup>(53)</sup>;

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work Nos. 2, 3A, 4A, and 4B described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“generation licence” means the licence set out in Schedule 9 (deemed licence under the 2009 Act – generation assets (licence 1 – phase 1) and/or the licence set out in Schedule 10 (deemed licence under the 2009 Act – generation assets (licence 2 – phase 2));

“gravity base” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

“in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

“jacket foundation” means a steel jacket/ lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

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<sup>(52)</sup> S.I. 2011/934.

<sup>(53)</sup> S.I. 2017/1013.

**Changes to legislation:** *There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)*

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 2 (transmission)” means the licence set out in Schedule 12 (deemed licence under the 2009 Act – transmission assets (licence 2 – phase 2));

“licensed activities” means the activities specified in Part 3 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable and any component part of any wind turbine generator, offshore electrical platform, offshore service platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“Norfolk Boreas Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Order

“Norfolk Vanguard Offshore Wind Farm” means the offshore wind farm for which Norfolk Vanguard Limited has sought a development consent order pursuant to an application submitted to the Secretary of State on 26th June 2018;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

“offshore electrical platform” means a platform attached to the seabed by means of a foundation, with one or more decks, whether open or fully clad, accommodating electrical power transformers, switchgear, instrumentation, protection and control systems and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Boreas Offshore Wind Farm Order 2021;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order;

“outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Cable Specification, Installation and Monitoring Plan” means the document certified as the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation

Cable Specification, Installation and Monitoring Plan by the Secretary of State for the purposes of this Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“relevant site” means a European offshore marine site or a European site as defined in the 2017 Regulations;

“scenario 1” means the scenario in which the Norfolk Vanguard Offshore Wind Farm proceeds to construction and carries out enabling works, including the laying of onshore cable ducts, to benefit the Norfolk Boreas Offshore Wind Farm;

“scenario 2” means the scenario in which the Norfolk Vanguard Offshore Wind Farm does not proceed to construction and Norfolk Boreas Offshore Wind Farm is built out as an independent project including the laying of onshore cable ducts;

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement.

“single offshore phase” means carrying out all offshore works as a single construction operation;

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Norfolk Boreas Limited (Company No. 03722058) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“Work No. 3B” means up to three project interconnector cables to connect Work No. 2 with the Norfolk Vanguard Offshore Wind Farm licensed under Schedule 13 of this Order;

“Work No. 4C” means the onshore transmission works at the landfall consisting of up to two transition jointing pits and up to four cables to be laid in ducts underground and associated fibre optic cables laid within cable ducts from MHWS at Happisburgh South, North Norfolk; and

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT); and
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary points of contact with the organisations listed below and the addresses for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing  
Lancaster House  
Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;

(c) Trinity House

Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900;

(e) Maritime and Coastguard Agency

Navigation Safety Branch  
Bay 2/20, Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG

Tel: 020 3817 2426;

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244;

(g) Natural England

Area 1C, Nobel House

17 Smith Square

London

SW1P 2AL

Tel: 0300 060 4911;

(h) Historic England

Cannon Bridge House

25 Dowgate Hill

London

EC4R 2YA

Tel: 020 7973 3700

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**Commencement Information**

**I178** Sch. 11 Pt. 1 para. 1 in force at 1.1.2022, see [art. 1](#)

## PART 2

### Licensed Marine Activities – General

1. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes), and the completion of such programme has been confirmed by the Secretary of State in writing.

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**Commencement Information**

**I179** Sch. 11 Pt. 2 para. 1 in force at 1.1.2022, see [art. 1](#)

2. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

**Commencement Information**

**I180** Sch. 11 Pt. 2 para. 2 in force at 1.1.2022, see [art. 1](#)

3. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

**Commencement Information**

**I181** Sch. 11 Pt. 2 para. 3 in force at 1.1.2022, see [art. 1](#)

4. Any amendments to or variations from the approved plans, protocols or statements must be minor or immaterial and it must be demonstrated to the satisfaction of the MMO that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

**Commencement Information**

**I182** Sch. 11 Pt. 2 para. 4 in force at 1.1.2022, see [art. 1](#)

5. The substances or articles authorised for deposit at sea are—
- (a) iron and steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works; and
  - (g) marine coatings, other chemicals and timber.

**Commencement Information**

**I183** Sch. 11 Pt. 2 para. 5 in force at 1.1.2022, see [art. 1](#)

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 28.789" N	14' 3° 3' 31.257" E	241	52° 51.006" N	44' 2° 2' 16.812" E
2	52° 14.962" N	56' 3° 8' 41.012" E	242	52° 50.593" N	44' 2° 2' 18.703" E
3	52° 23.652" N	52' 2° 46' 27.791" E	243	52° 50.478" N	44' 2° 2' 19.257" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
4	52° 34.455" N	47' 2° 46' 27.112" E	244	52° 50.373" N	44' 2° 2' 19.818" E
5	52° 27.871" N	47' 2° 45' 34.063" E	245	52° 50.034" N	44' 2° 2' 21.747" E
6	52° 16.559" N	47' 2° 44' 3.046" E	246	52° 49.940" N	44' 2° 2' 22.313" E
7	52° 15.589" N	47' 2° 43' 55.247" E	247	52° 49.857" N	44' 2° 2' 22.883" E
8	52° 15.589" N	47' 2° 43' 55.243" E	248	52° 49.592" N	44' 2° 2' 24.844" E
9	52° 14.341" N	47' 2° 43' 45.216" E	249	52° 49.520" N	44' 2° 2' 25.418" E
10	52° 13.615" N	47' 2° 43' 39.381" E	250	52° 49.459" N	44' 2° 2' 25.996" E
11	52° 46.039" N	43' 2° 16' 19.075" E	251	52° 49.268" N	44' 2° 2' 27.980" E
12	52° 45.182" N	43' 2° 16' 10.004" E	252	52° 49.218" N	44' 2° 2' 28.561" E
13	52° 44.634" N	43' 2° 16' 0.162" E	253	52° 49.179" N	44' 2° 2' 29.143" E
14	52° 44.531" N	43' 2° 15' 54.221" E	254	52° 49.065" N	44' 2° 2' 31.144" E
15	52° 44.490" N	43' 2° 15' 51.462" E	255	52° 49.037" N	44' 2° 2' 31.728" E
16	52° 44.512" N	43' 2° 7' 23.550" E	256	52° 49.021" N	44' 2° 2' 32.314" E
17	52° 44.166" N	42' 2° 3' 14.512" E	257	52° 48.989" N	44' 2° 2' 34.021" E
18	52° 43.152" N	42' 2° 3' 9.802" E	258	52° 48.983" N	44' 2° 2' 34.638" E
19	52° 42.369" N	42' 2° 3' 4.946" E	259	52° 49.220" N	44' 2° 15' 49.970" E
20	52° 31.534" N	42' 2° 1' 44.644" E	260	52° 49.236" N	44' 2° 15' 51.345" E
21	52° 31.056" N	42' 2° 1' 40.338" E	261	52° 49.268" N	44' 2° 15' 53.169" E
22	52° 30.948" N	42' 2° 1' 39.044" E	262	52° 49.284" N	44' 2° 15' 53.754" E
23	52° 30.701" N	42' 2° 1' 34.686" E	263	52° 49.311" N	44' 2° 15' 54.339" E



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
24	52° 30.654" N	42' 2° 1' 30.309" E	264	52° 49.422" N	44' 2° 15' 56.340" E
25	52° 30.675" N	42' 2° 1' 29.003" E	265	52° 49.460" N	44' 2° 15' 56.922" E
26	52° 30.833" N	42' 2° 1' 25.173" E	266	52° 49.509" N	44' 2° 15' 57.503" E
27	52° 33.173" N	42' 2° 0' 49.768" E	267	52° 49.680" N	44' 2° 15' 59.308" E
28	52° 34.216" N	42' 2° 0' 40.941" E	268	52° 49.731" N	44' 2° 15' 59.809" E
29	52° 34.439" N	42' 2° 0' 39.649" E	269	52° 49.791" N	44' 2° 16' 0.309" E
30	52° 35.302" N	42' 2° 0' 35.379" E	270	52° 51.112" N	44' 2° 16' 10.573" E
31	52° 41.649" N	42' 2° 0' 7.655" E	271	52° 51.112" N	44' 2° 16' 10.573" E
32	52° 43.788" N	42' 2° 0' 0.073" E	272	52° 49.555" N	45' 2° 23' 47.080" E
33	52° 44.149" N	42' 1° 59' 59.016" E	273	52° 49.557" N	45' 2° 23' 47.097" E
34	52° 45.445" N	42' 1° 59' 55.557" E	274	52° 11.399" N	46' 2° 26' 38.781" E
35	52° 55.437" N	42' 1° 59' 30.877" E	275	52° 11.399" N	46' 2° 26' 38.782" E
36	52° 55.855" N	42' 1° 59' 29.924" E	276	52° 58.179" N	46' 2° 32' 48.486" E
37	52° 58.378" N	42' 1° 59' 24.593" E	277	52° 59.273" N	46' 2° 32' 57.168" E
38	52° 58.842" N	42' 1° 59' 23.685" E	278	52° 47' 4.976" N	2° 33' 42.433" E
39	52° 43' 0.673" N	1° 59' 20.588" E	279	52° 47' 5.398" N	2° 33' 45.780" E
40	52° 43' 2.861" N	1° 59' 17.394" E	280	52° 47' 6.366" N	2° 33' 53.472" E
41	52° 17.859" N	43' 1° 58' 57.179" E	281	52° 47' 6.366" N	2° 33' 53.473" E
42	52° 19.625" N	43' 1° 58' 54.953" E	282	52° 20.744" N	47' 2° 35' 47.803" E
43	52° 21.284" N	43' 1° 58' 53.106" E	283	52° 20.744" N	47' 2° 35' 47.804" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
44	52° 21.796" N	43' 1° 58' 52.576" E	284	52° 21.786" N	47' 2° 35' 56.101" E
45	52° 23.547" N	43' 1° 58' 50.895" E	285	52° 16.490" N	48' 2° 43' 13.626" E
46	52° 46.103" N	45' 1° 56' 43.184" E	286	52° 20.763" N	48' 2° 43' 47.964" E
47	52° 46' 2.160" N	1° 56' 27.260" E	287	52° 21.026" N	48' 2° 43' 49.928" E
48	52° 46' 3.532" N	1° 56' 26.078" E	288	52° 21.364" N	48' 2° 43' 51.862" E
49	52° 17.577" N	46' 1° 56' 12.146" E	289	52° 21.774" N	48' 2° 43' 53.756" E
50	52° 37.038" N	46' 1° 55' 33.566" E	290	52° 22.256" N	48' 2° 43' 55.605" E
51	52° 51.513" N	46' 1° 54' 38.977" E	291	52° 22.808" N	48' 2° 43' 57.400" E
52	52° 58.151" N	46' 1° 53' 21.115" E	292	52° 23.426" N	48' 2° 43' 59.134" E
53	52° 59.490" N	46' 1° 52' 52.341" E	293	52° 24.109" N	48' 2° 44' 0.801" E
54	52° 32.039" N	47' 1° 39' 38.159" E	294	52° 24.854" N	48' 2° 44' 2.393" E
55	52° 32.129" N	47' 1° 39' 36.152" E	295	52° 25.659" N	48' 2° 44' 3.905" E
56	52° 32.273" N	47' 1° 39' 33.526" E	296	52° 26.519" N	48' 2° 44' 5.331" E
57	52° 32.388" N	47' 1° 39' 31.565" E	297	52° 27.432" N	48' 2° 44' 6.665" E
58	52° 32.521" N	47' 1° 39' 29.607" E	298	52° 28.394" N	48' 2° 44' 7.902" E
59	52° 32.673" N	47' 1° 39' 27.652" E	299	52° 29.401" N	48' 2° 44' 9.037" E
60	52° 32.844" N	47' 1° 39' 25.702" E	300	52° 30.449" N	48' 2° 44' 10.065" E
61	52° 33.028" N	47' 1° 39' 23.714" E	301	52° 31.534" N	48' 2° 44' 10.983" E
62	52° 33.217" N	47' 1° 39' 21.768" E	302	52° 32.652" N	48' 2° 44' 11.786" E
63	52° 33.425" N	47' 1° 39' 19.828" E	303	52° 33.799" N	48' 2° 44' 12.472" E

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64	52° 33.652" N	47' 1° 39' 17.893" E	304	52° 34.969" N	48' 2° 44' 13.037" E
65	52° 33.896" N	47' 1° 39' 15.964" E	305	52° 36.158" N	48' 2° 44' 13.481" E
66	52° 34.155" N	47' 1° 39' 13.999" E	306	52° 37.362" N	48' 2° 44' 13.800" E
67	52° 34.419" N	47' 1° 39' 12.073" E	307	52° 38.576" N	48' 2° 44' 13.994" E
68	52° 34.701" N	47' 1° 39' 10.153" E	308	52° 39.226" N	48' 2° 44' 14.030" E
69	52° 35.001" N	47' 1° 39' 8.241" E	309	52° 39.637" N	48' 2° 44' 14.030" E
70	52° 35.320" N	47' 1° 39' 6.337" E	310	52° 27.631" N	51' 2° 44' 14.043" E
71	52° 35.827" N	47' 1° 39' 3.397" E	311	52° 45.444" N	52' 2° 44' 14.140" E
72	52° 36.193" N	47' 1° 39' 1.398" E	312	52° 48.722" N	52' 2° 44' 14.144" E
73	52° 36.599" N	47' 1° 38' 59.313" E	313	52° 48.725" N	52' 2° 44' 14.157" E
74	52° 37.000" N	47' 1° 38' 57.371" E	314	52° 50.325" N	52' 2° 44' 14.415" E
75	52° 37.497" N	47' 1° 38' 55.056" E	315	52° 51.923" N	52' 2° 44' 14.716" E
76	52° 37.906" N	47' 1° 38' 53.193" E	316	52° 53.518" N	52' 2° 44' 15.059" E
77	52° 38.332" N	47' 1° 38' 51.340" E	317	52° 55.109" N	52' 2° 44' 15.444" E
78	52° 38.777" N	47' 1° 38' 49.499" E	318	52° 56.696" N	52' 2° 44' 15.871" E
79	52° 39.239" N	47' 1° 38' 47.670" E	319	52° 58.279" N	52' 2° 44' 16.340" E
80	52° 59.902" N	48' 1° 33' 32.091" E	320	52° 59.857" N	52' 2° 44' 16.851" E
81	52° 49' 1.602" N	1° 33' 25.973" E	321	52° 53' 1.430" N	2° 44' 17.403" E
82	52° 49' 2.819" N	1° 33' 19.121" E	322	52° 53' 2.998" N	2° 44' 17.996" E
83	52° 49' 3.674" N	1° 33' 13.073" E	323	52° 53' 4.559" N	2° 44' 18.631" E

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84	52° 49' 3.797" N	1° 33' 6.096" E	324	52° 53' 6.115" N	2° 44' 19.307" E
85	52° 49' 2.898" N	1° 32' 57.549" E	325	52° 53' 7.663" N	2° 44' 20.024" E
86	52° 49' 4.139" N	1° 32' 54.271" E	326	52° 53' 9.205" N	2° 44' 20.782" E
87	52° 49' 4.845" N	1° 32' 52.212" E	327	52° 53' 10.739" N	2° 44' 21.580" E
88	52° 49' 5.188" N	1° 32' 51.467" E	328	52° 53' 12.265" N	2° 44' 22.419" E
89	52° 49' 6.147" N	1° 32' 49.575" E	329	52° 53' 13.782" N	2° 44' 23.298" E
90	52° 49' 7.035" N	1° 32' 47.473" E	330	52° 53' 15.291" N	2° 44' 24.217" E
91	52° 49' 7.208" N	1° 32' 46.999" E	331	52° 53' 16.791" N	2° 44' 25.175" E
92	52° 49' 8.015" N	1° 32' 44.486" E	332	52° 53' 18.282" N	2° 44' 26.173" E
93	52° 49' 8.663" N	1° 32' 42.319" E	333	52° 53' 19.763" N	2° 44' 27.211" E
94	52° 49' 8.910" N	1° 32' 41.417" E	334	52° 53' 21.233" N	2° 44' 28.287" E
95	52° 49' 9.102" N	1° 32' 41.019" E	335	52° 53' 22.693" N	2° 44' 29.402" E
96	52° 49' 9.635" N	1° 32' 40.648" E	336	52° 53' 24.142" N	2° 44' 30.555" E
97	52° 49' 9.807" N	1° 32' 40.345" E	337	52° 53' 25.580" N	2° 44' 31.747" E
98	52° 49' 9.768" N	1° 32' 39.737" E	338	52° 53' 27.005" N	2° 44' 32.976" E
99	52° 49' 9.855" N	1° 32' 38.941" E	339	52° 53' 28.419" N	2° 44' 34.243" E
100	52° 49' 10.086" N	1° 32' 38.247" E	340	52° 53' 29.821" N	2° 44' 35.547" E
101	52° 49' 10.218" N	1° 32' 37.939" E	341	52° 53' 31.210" N	2° 44' 36.888" E
102	52° 49' 10.691" N	1° 32' 36.993" E	342	52° 53' 32.585" N	2° 44' 38.265" E
103	52° 49' 11.553" N	1° 32' 35.417" E	343	52° 53' 33.947" N	2° 44' 39.679" E

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104	52° 12.200" N	49' 1° 32' 33.887" E	344	52° 35.295" N	53' 2° 44' 41.128" E
105	52° 12.742" N	49' 1° 32' 32.736" E	345	52° 36.630" N	53' 2° 44' 42.613" E
106	52° 13.080" N	49' 1° 32' 31.922" E	346	52° 37.949" N	53' 2° 44' 44.133" E
107	52° 13.507" N	49' 1° 32' 31.040" E	347	52° 39.254" N	53' 2° 44' 45.687" E
108	52° 14.325" N	49' 1° 32' 29.767" E	348	52° 40.543" N	53' 2° 44' 47.276" E
109	52° 14.340" N	49' 1° 32' 29.796" E	349	52° 41.818" N	53' 2° 44' 48.898" E
110	52° 15.178" N	49' 1° 32' 31.478" E	350	52° 43.076" N	53' 2° 44' 50.554" E
111	52° 15.638" N	49' 1° 32' 32.401" E	351	52° 44.318" N	53' 2° 44' 52.243" E
112	52° 45.178" N	49' 1° 33' 31.705" E	352	52° 45.543" N	53' 2° 44' 53.965" E
113	52° 45.944" N	49' 1° 33' 33.513" E	353	52° 46.752" N	53' 2° 44' 55.719" E
114	52° 46.772" N	49' 1° 33' 35.540" E	354	52° 47.944" N	53' 2° 44' 57.504" E
115	52° 47.579" N	49' 1° 33' 37.591" E	355	52° 49.118" N	53' 2° 44' 59.321" E
116	52° 48.363" N	49' 1° 33' 39.664" E	356	52° 50.275" N	53' 2° 45' 1.169" E
117	52° 49.126" N	49' 1° 33' 41.760" E	357	52° 51.414" N	53' 2° 45' 3.046" E
118	52° 49.866" N	49' 1° 33' 43.878" E	358	52° 52.534" N	53' 2° 45' 4.954" E
119	52° 50.585" N	49' 1° 33' 46.016" E	359	52° 53.636" N	53' 2° 45' 6.891" E
120	52° 51.280" N	49' 1° 33' 48.175" E	360	52° 54.719" N	53' 2° 45' 8.857" E
121	52° 51.952" N	49' 1° 33' 50.354" E	361	52° 55.783" N	53' 2° 45' 10.851" E
122	52° 52.602" N	49' 1° 33' 52.551" E	362	52° 56.827" N	53' 2° 45' 12.874" E
123	52° 53.228" N	49' 1° 33' 54.767" E	363	52° 57.852" N	53' 2° 45' 14.923" E

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124	52° 53.831" N	49' 1° 33' 57.000" E	364	52° 58.857" N	53' 2° 45' 16.999" E
125	52° 54.410" N	49' 1° 33' 59.251" E	365	52° 59.841" N	53' 2° 45' 19.102" E
126	52° 54.965" N	49' 1° 34' 1.518" E	366	52° 54' 0.806" N	2° 45' 21.230" E
127	52° 55.496" N	49' 1° 34' 3.800" E	367	52° 54' 1.749" N	2° 45' 23.384" E
128	52° 56.003" N	49' 1° 34' 6.098" E	368	52° 54' 2.672" N	2° 45' 25.562" E
129	52° 56.486" N	49' 1° 34' 8.409" E	369	52° 54' 3.573" N	2° 45' 27.765" E
130	52° 56.944" N	49' 1° 34' 10.735" E	370	52° 54' 4.453" N	2° 45' 29.990" E
131	52° 57.378" N	49' 1° 34' 13.073" E	371	52° 54' 5.312" N	2° 45' 32.239" E
132	52° 57.786" N	49' 1° 34' 15.423" E	372	52° 54' 6.144" N	2° 45' 34.497" E
133	52° 58.171" N	49' 1° 34' 17.784" E	373	53° 3' 46.017" N	2° 45' 35.676" E
134	52° 58.530" N	49' 1° 34' 20.157" E	374	53° 8' 27.770" N	2° 48' 38.429" E
135	52° 58.864" N	49' 1° 34' 22.539" E	375	53° 52.532" N	13' 3° 2' 3.556" E
136	52° 59.173" N	49' 1° 34' 24.930" E	376	53° 53.967" N	13' 3° 2' 7.131" E
137	52° 59.456" N	49' 1° 34' 27.330" E	377	53° 59.710" N	13' 3° 2' 21.440" E
138	52° 59.714" N	49' 1° 34' 29.738" E	378	53° 14' 8.462" N	3° 2' 43.249" E
139	52° 59.947" N	49' 1° 34' 32.153" E	379	53° 21.060" N	14' 3° 3' 12.673" E
140	52° 50' 0.154" N	1° 34' 34.574" E	380	53° 30.403" N	10' 2° 59' 5.331" E
141	52° 50' 0.336" N	1° 34' 37.001" E	381	53° 30.387" N	10' 2° 59' 6.176" E
142	52° 50' 0.492" N	1° 34' 39.433" E	382	53° 30.403" N	10' 2° 59' 7.022" E
143	52° 50' 0.623" N	1° 34' 41.869" E	383	53° 30.451" N	10' 2° 59' 7.863" E

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144	52° 50' 0.727" N	1° 34' 44.308" E	384	53° 10' 30.531" N	2° 59' 8.699" E
145	52° 50' 0.806" N	1° 34' 46.750" E	385	53° 10' 30.641" N	2° 59' 9.524" E
146	52° 50' 0.859" N	1° 34' 49.193" E	386	53° 10' 30.783" N	2° 59' 10.336" E
147	52° 50' 0.887" N	1° 34' 51.638" E	387	53° 10' 30.955" N	2° 59' 11.131" E
148	52° 50' 0.888" N	1° 34' 54.083" E	388	53° 10' 31.157" N	2° 59' 11.907" E
149	52° 50' 0.864" N	1° 34' 56.528" E	389	53° 10' 31.388" N	2° 59' 12.661" E
150	52° 50' 0.814" N	1° 34' 58.972" E	390	53° 10' 31.646" N	2° 59' 13.389" E
151	52° 50' 0.739" N	1° 35' 1.414" E	391	53° 10' 31.932" N	2° 59' 14.088" E
152	52° 50' 0.637" N	1° 35' 3.854" E	392	53° 10' 32.243" N	2° 59' 14.756" E
153	52° 50' 0.510" N	1° 35' 6.290" E	393	53° 10' 32.579" N	2° 59' 15.390" E
154	52° 50' 0.357" N	1° 35' 8.722" E	394	53° 10' 32.938" N	2° 59' 15.988" E
155	52° 50' 0.178" N	1° 35' 11.150" E	395	53° 10' 33.319" N	2° 59' 16.548" E
156	52° 49' 59.974" N	1° 35' 13.572" E	396	53° 10' 33.721" N	2° 59' 17.066" E
157	52° 49' 59.745" N	1° 35' 15.987" E	397	53° 10' 34.141" N	2° 59' 17.541" E
158	52° 49' 59.490" N	1° 35' 18.396" E	398	53° 10' 34.578" N	2° 59' 17.972" E
159	52° 49' 59.209" N	1° 35' 20.797" E	399	53° 10' 35.031" N	2° 59' 18.356" E
160	52° 49' 58.903" N	1° 35' 23.190" E	400	53° 10' 35.497" N	2° 59' 18.692" E
161	52° 49' 58.573" N	1° 35' 25.573" E	401	53° 10' 35.975" N	2° 59' 18.978" E
162	52° 49' 58.217" N	1° 35' 27.947" E	402	53° 10' 36.463" N	2° 59' 19.214" E
163	52° 49' 57.836" N	1° 35' 30.310" E	403	53° 10' 36.959" N	2° 59' 19.398" E

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164	52° 57.430" N	49' 1° 35' 32.661" E	404	53° 37.461" N	10' 2° 59' 19.531" E
165	52° 56.999" N	49' 1° 35' 35.001" E	405	53° 37.966" N	10' 2° 59' 19.610" E
166	52° 56.544" N	49' 1° 35' 37.328" E	406	53° 38.474" N	10' 2° 59' 19.637" E
167	52° 56.064" N	49' 1° 35' 39.641" E	407	53° 38.982" N	10' 2° 59' 19.610" E
168	52° 55.560" N	49' 1° 35' 41.940" E	408	53° 39.488" N	10' 2° 59' 19.531" E
169	52° 55.032" N	49' 1° 35' 44.225" E	409	53° 39.990" N	10' 2° 59' 19.399" E
170	52° 54.480" N	49' 1° 35' 46.494" E	410	53° 40.485" N	10' 2° 59' 19.214" E
171	52° 53.904" N	49' 1° 35' 48.746" E	411	53° 40.973" N	10' 2° 59' 18.978" E
172	52° 53.304" N	49' 1° 35' 50.982" E	412	53° 41.451" N	10' 2° 59' 18.692" E
173	52° 52.681" N	49' 1° 35' 53.200" E	413	53° 41.918" N	10' 2° 59' 18.356" E
174	52° 52.034" N	49' 1° 35' 55.400" E	414	53° 42.370" N	10' 2° 59' 17.972" E
175	52° 51.868" N	49' 1° 35' 55.943" E	415	53° 42.807" N	10' 2° 59' 17.542" E
176	52° 40.863" N	48' 1° 39' 22.453" E	416	53° 43.228" N	10' 2° 59' 17.067" E
177	52° 40.702" N	48' 1° 39' 22.924" E	417	53° 43.629" N	10' 2° 59' 16.548" E
178	52° 40.367" N	48' 1° 39' 23.994" E	418	53° 44.010" N	10' 2° 59' 15.989" E
179	52° 40.234" N	48' 1° 39' 24.393" E	419	53° 44.369" N	10' 2° 59' 15.391" E
180	52° 40.107" N	48' 1° 39' 24.797" E	420	53° 44.705" N	10' 2° 59' 14.757" E
181	52° 39.560" N	48' 1° 39' 26.596" E	421	53° 45.017" N	10' 2° 59' 14.089" E
182	52° 39.405" N	48' 1° 39' 27.124" E	422	53° 45.302" N	10' 2° 59' 13.389" E
183	52° 39.261" N	48' 1° 39' 27.661" E	423	53° 45.561" N	10' 2° 59' 12.661" E



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184	52° 38.783" N	48' 1° 39' 29.512" E	424	53° 45.792" N	10' 2° 59' 11.908" E
185	52° 38.649" N	48' 1° 39' 30.055" E	425	53° 45.993" N	10' 2° 59' 11.132" E
186	52° 38.525" N	48' 1° 39' 30.606" E	426	53° 46.166" N	10' 2° 59' 10.336" E
187	52° 38.044" N	48' 1° 39' 32.861" E	427	53° 46.307" N	10' 2° 59' 9.524" E
188	52° 37.927" N	48' 1° 39' 33.484" E	428	53° 46.418" N	10' 2° 59' 8.699" E
189	52° 37.569" N	48' 1° 39' 35.557" E	429	53° 46.498" N	10' 2° 59' 7.864" E
190	52° 37.477" N	48' 1° 39' 36.124" E	430	53° 46.545" N	10' 2° 59' 7.022" E
191	52° 37.396" N	48' 1° 39' 36.696" E	431	53° 46.561" N	10' 2° 59' 6.176" E
192	52° 37.137" N	48' 1° 39' 38.662" E	432	53° 46.545" N	10' 2° 59' 5.331" E
193	52° 37.067" N	48' 1° 39' 39.237" E	433	53° 46.498" N	10' 2° 59' 4.489" E
194	52° 37.008" N	48' 1° 39' 39.816" E	434	53° 46.418" N	10' 2° 59' 3.654" E
195	52° 36.824" N	48' 1° 39' 41.805" E	435	53° 46.307" N	10' 2° 59' 2.829" E
196	52° 36.776" N	48' 1° 39' 42.387" E	436	53° 46.166" N	10' 2° 59' 2.017" E
197	52° 36.739" N	48' 1° 39' 42.971" E	437	53° 45.993" N	10' 2° 59' 1.221" E
198	52° 36.617" N	48' 1° 39' 45.198" E	438	53° 45.792" N	10' 2° 59' 0.445" E
199	52° 36.608" N	48' 1° 39' 45.442" E	439	53° 45.561" N	10' 2° 58' 59.691" E
200	52° 36.111" N	48' 1° 39' 58.227" E	440	53° 45.302" N	10' 2° 58' 58.964" E
210	52° 53.162" N	47' 1° 57' 17.842" E	441	53° 45.017" N	10' 2° 58' 58.264" E
202	52° 51.688" N	47' 1° 57' 48.405" E	442	53° 44.705" N	10' 2° 58' 57.596" E
203	52° 50.436" N	47' 1° 58' 0.642" E	443	53° 44.369" N	10' 2° 58' 56.962" E

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204	52° 48.214" N	47' 1° 58' 12.320" E	444	53° 44.010" N	10' 2° 58' 56.364" E
205	52° 42.495" N	47' 1° 58' 33.820" E	445	53° 43.629" N	10' 2° 58' 55.804" E
206	52° 36.793" N	47' 1° 58' 49.157" E	446	53° 43.228" N	10' 2° 58' 55.286" E
207	52° 27.713" N	47' 1° 59' 7.719" E	447	53° 42.807" N	10' 2° 58' 54.811" E
208	52° 19.963" N	47' 1° 59' 19.409" E	448	53° 42.370" N	10' 2° 58' 54.380" E
209	52° 10.581" N	47' 1° 59' 30.409" E	449	53° 41.918" N	10' 2° 58' 53.997" E
210	52° 45' 3.401" N	2° 1' 51.874" E	450	53° 41.451" N	10' 2° 58' 53.661" E
211	52° 45' 3.127" N	2° 1' 52.189" E	451	53° 40.973" N	10' 2° 58' 53.374" E
212	52° 45' 2.287" N	2° 1' 53.183" E	452	53° 40.485" N	10' 2° 58' 53.139" E
213	52° 45' 1.635" N	2° 1' 53.925" E	453	53° 39.990" N	10' 2° 58' 52.954" E
214	52° 45' 1.351" N	2° 1' 54.277" E	454	53° 39.488" N	10' 2° 58' 52.822" E
215	52° 45' 0.388" N	2° 1' 55.510" E	455	53° 38.982" N	10' 2° 58' 52.742" E
216	52° 45' 0.110" N	2° 1' 55.877" E	456	53° 38.474" N	10' 2° 58' 52.716" E
217	52° 59.840" N	44' 2° 1' 56.258" E	457	53° 37.966" N	10' 2° 58' 52.742" E
218	52° 58.926" N	44' 2° 1' 57.587" E	458	53° 37.461" N	10' 2° 58' 52.822" E
219	52° 58.663" N	44' 2° 1' 57.982" E	459	53° 36.959" N	10' 2° 58' 52.954" E
220	52° 58.407" N	44' 2° 1' 58.390" E	460	53° 36.463" N	10' 2° 58' 53.139" E
221	52° 57.545" N	44' 2° 1' 59.812" E	461	53° 35.975" N	10' 2° 58' 53.375" E
222	52° 57.298" N	44' 2° 2' 0.233" E	462	53° 35.497" N	10' 2° 58' 53.661" E
223	52° 57.059" N	44' 2° 2' 0.667" E	463	53° 35.031" N	10' 2° 58' 53.997" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
224	52° 44' 56.253" N	2° 2' 2.175" E	464	53° 10' 2° 58' 34.578" N	54.381" E
225	52° 44' 56.022" N	2° 2' 2.621" E	465	53° 10' 2° 58' 34.141" N	54.812" E
226	52° 44' 55.800" N	2° 2' 3.078" E	466	53° 10' 2° 58' 33.721" N	55.287" E
227	52° 44' 55.053" N	2° 2' 4.667" E	467	53° 10' 2° 58' 33.319" N	55.805" E
228	52° 44' 54.839" N	2° 2' 5.136" E	468	53° 10' 2° 58' 32.938" N	56.364" E
229	52° 44' 54.635" N	2° 2' 5.615" E	469	53° 10' 2° 58' 32.579" N	56.962" E
230	52° 44' 53.950" N	2° 2' 7.278" E	470	53° 10' 2° 58' 32.243" N	57.597" E
231	52° 44' 53.755" N	2° 2' 7.768" E	471	53° 10' 2° 58' 31.932" N	58.265" E
232	52° 44' 53.569" N	2° 2' 8.268" E	472	53° 10' 2° 58' 31.646" N	58.964" E
233	52° 44' 52.949" N	2° 2' 9.998" E	473	53° 10' 2° 58' 31.388" N	59.692" E
234	52° 44' 52.773" N	2° 2' 10.507" E	474	53° 10' 31.157" N	2° 59' 0.445" E
235	52° 44' 52.607" N	2° 2' 11.025" E	475	53° 10' 30.955" N	2° 59' 1.221" E
236	52° 44' 52.053" N	2° 2' 12.816" E	476	53° 10' 30.783" N	2° 59' 2.017" E
237	52° 44' 51.897" N	2° 2' 13.343" E	477	53° 10' 30.641" N	2° 59' 2.829" E
238	52° 44' 51.751" N	2° 2' 13.877" E	478	53° 10' 30.531" N	2° 59' 3.654" E
239	52° 44' 51.267" N	2° 2' 15.722" E	479	53° 10' 30.451" N	2° 59' 4.489" E
240	52° 44' 51.131" N	2° 2' 16.263" E			

**Commencement Information**

**I184** Sch. 11 Pt. 2 para. 6 in force at 1.1.2022, see [art. 1](#)

## PART 3

### Details of Licensed Marine Activities

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to a total of 7,275,000 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references HU213, HU214, and HU217 within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 3,600,000 m<sup>3</sup> for cable (including fibre optic cable) installation;
  - (ii) 75,000 m<sup>3</sup> for the offshore electrical platforms;
  - (iii) 3,100,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the Order limits excluding the Haisborough, Hammond and Winterton Special Area of Conservation;
  - (iv) 500,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the part of the Haisborough, Hammond and Winterton Special Area of Conservation that falls within the Order limits;
- (e) the removal of static fishing equipment; and
- (f) the disposal of drill arisings in connection with any foundation drilling up to a total of 14,137 m<sup>3</sup>.

#### Commencement Information

**I185** Sch. 11 Pt. 3 para. 1 in force at 1.1.2022, see [art. 1](#)

2.—(1) Such activities are authorised in relation to the construction, maintenance and operation of (in the event of scenario 1 and scenario 2 unless otherwise stated below)—

(2) *Work No. 2 (phase 1)* – up to two offshore electrical platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base.

(3) *Work No. 3A (phase 1)* – a network of subsea cables and fibre optic cables within the area shown on the works plan comprising Work No. 2 and for the transmission of electricity and electronic communications between the offshore electrical platforms including one or more cable crossings.

(4) *Work No. 4A (phase 1)* – up to four subsea export cables and fibre optic cables between Work No. 2 and Work No. 4B consisting of subsea cables and fibre optic cables along routes within the Order limits seaward of MHWS including one or more offshore cable crossings.

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(5) *Work No. 4B* (phase 1) – up to four subsea export cables and fibre optic cables between Work No. 4A and Work No. 4C consisting of subsea cables and fibre optic cables along routes within the Order limits between MLWS and MHWS at Happisburgh South, North Norfolk.

(6) In connection with such Work Nos. 2, 3A, 4A and 4B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence.

(7) In connection with such Work Nos. 2, 3A, 4A and 4B, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

**Commencement Information**

**I186** Sch. 11 Pt. 3 para. 2 in force at 1.1.2022, see [art. 1](#)

## PART 4

### Conditions

#### Design parameters

1.—(1) The dimensions of any offshore electrical platform forming part of the authorised scheme (excluding towers, helipads, masts and cranes) must not exceed 100 metres in height when measured from HAT, 120 metres in length and 80 metres in width.

(2) In relation to an offshore electrical platform, each foundation using piles must not have—

- (a) more than 18 driven piles;
- (b) a pile diameter which is more than five metres; or
- (c) in relation to the offshore electrical platform(s), foundations with a combined seabed footprint area (excluding scour protection) of greater than 15,000m<sup>2</sup>.

**Commencement Information**

**I187** Sch. 11 Pt. 4 para. 1 in force at 1.1.2022, see [art. 1](#)

2. The total length of the cables and the area and volume of their cable protection must not exceed the individual distributions set out in Table 2 of the outline scour protection and cable protection plan and must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>3</sup>)</i>	<i>Cable protection (m<sup>2</sup>)</i>
Work No. 3A (Interconnector link)	90 kilometres	17,000 m <sup>3</sup>	34,000 m <sup>2</sup>

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>3</sup>)</i>	<i>Cable protection (m<sup>2</sup>)</i>
Work No. 4A and 4B (export cable)	500 kilometres	69,236m <sup>3</sup>	124,086m <sup>2</sup>

**Commencement Information**

**I188** Sch. 11 Pt. 4 para. 2 in force at 1.1.2022, see [art. 1](#)

**Commencement Information**

**I187** Sch. 11 Pt. 4 para. 1 in force at 1.1.2022, see [art. 1](#)

**I188** Sch. 11 Pt. 4 para. 2 in force at 1.1.2022, see [art. 1](#)

**Phasing of the authorised scheme and scenarios**

**3.—(1)** Taken together with works authorised and proposed to be constructed pursuant to licence 2 (transmission)—

- (a) the total number of offshore electrical platforms forming part of the authorised scheme must not exceed two;
- (b) the total amount of scour protection for the offshore electrical platforms forming part of the authorised scheme must not exceed 20,000m<sup>2</sup> and 100,000 m<sup>3</sup> and must not exceed the distributed quantities of scour protection set out in Table 1 of the outline scour protection and cable protection plan;
- (c) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 7,275,000 m<sup>3</sup>;
- (d) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 14,137m<sup>3</sup>;
- (e) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 2 of this licence;
- (f) in the Haisborough, Hammond and Winterton Special Area of Conservation, the total area of cable protection must not exceed 24,000m<sup>2</sup> and the total volume of cable protection must not exceed 13,600m<sup>3</sup>; and
- (g) in the Haisborough, Hammond and Winterton Special Area of Conservation, cable protection must not take the form of rock or gravel dumping where it is deployed to protect export cables apart from at cable crossing locations with existing cables and pipelines.

(2) Save where an equivalent notification has been given under condition 8 of the generation licence, prior to the commencement of the authorised scheme the undertaker must give notice to the MMO detailing—

- (a) whether the authorised scheme will be —
  - (i) commenced under scenario 1 or scenario 2; and
  - (ii) constructed in a single offshore phase under this licence; or in two offshore phases under this licence and licence 2 (transmission).

(3) Where the authorised scheme will be constructed in two offshore phases the undertaker must give notice to the MMO detailing the total number of offshore electrical platforms to be constructed in each phase.

(4) In the event of scenario 1, the undertaker may commence either Work No. 3A or Work No. 3B and, for the avoidance of doubt, must not commence both of Work No. 3A and Work No. 3B.

#### Commencement Information

**I189** Sch. 11 Pt. 4 para. 3 in force at 1.1.2022, see [art. 1](#)

#### Notifications and inspections

- 4.—(1) The undertaker must ensure that—
- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
    - (i) all agents and contractors notified to the MMO in accordance with condition 12; and
    - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 12; and
  - (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 12 are permitted to carry out the licensed activities.
- (3) Copies of this licence must also be available for inspection at the following locations—
- (a) the undertaker’s registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.
- (7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—
- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
  - (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities;
- and confirmation of notification must be provided to the MMO within five days.
- (8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 2 and the expected vessel routes

from the construction ports to the relevant location. A second notice to mariners must be issued advising of the start date of Work Nos. 3A, 4A and 4B and the route of the sub-sea cables and fibre optic cables. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 9(1)(b). Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (ten days prior), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish, and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within five days.

#### Commencement Information

**1190** Sch. 11 Pt. 4 para. 4 in force at 1.1.2022, see [art. 1](#)

#### Aids to navigation

**5.—(1)** The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 9(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.



(5) In the event that the provisions of condition 4(11) and condition 4(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

**Commencement Information**

**I191** Sch. 11 Pt. 4 para. 5 in force at 1.1.2022, see [art. 1](#)

**Colouring of structures**

**6.**—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

**Commencement Information**

**I192** Sch. 11 Pt. 4 para. 6 in force at 1.1.2022, see [art. 1](#)

**Chemicals, drilling and debris**

**7.**—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002(**54**) (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site references HU213, HU214, and HU217 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation

(54) [S.I. 2002/1355](#).

or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must undertake the survey agreed under condition 9(1)(h)(iii) following the swath-bathymetry survey referred to in condition 15(2)(b). Should any such obstructions resulting from burial of Work No. 4A or 4B (export cables and fibre optic cables) be identified which, in the reasonable opinion of the MMO, may be considered to interfere with fishing, the undertaker must take such steps to remove them as the MMO in its reasonable opinion may require.

(9) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(10) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 9(1)(d)(i).

(11) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

.....  
**Commencement Information**

**I193** Sch. 11 para. 7 in force at 1.1.2022, see [art. 1](#)

**Force majeure**

**8.—**(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence, whether within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

.....  
**Commencement Information**

**I194** Sch. 11 para. 8 in force at 1.1.2022, see [art. 1](#)

**Pre-construction plans and documentation**

**9.—**(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

(a) A design plan at a scale of between 1:25,000 and 1:50,000 including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—

- (i) the proposed location and choice of foundation of all offshore electrical platforms;
- (ii) the height, length and width of all offshore electrical platforms;

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

- (iii) the length and arrangement of all cables (including fibre optic cables) comprising Work Nos. 3A, 4A and 4B;
- (iv) the dimensions of all foundations;
- (v) the proposed layout of all offshore electrical platforms including any exclusion zones identified under sub-paragraph (1)(h)(iv);
- (vi) a plan showing the indicative layout of all offshore electrical platforms including all exclusion zones (insofar as not shown in (v) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv); and
- (vii) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i);

to ensure conformity with the description of Works No. 2, 3A, 4A and 4B and compliance with conditions 1 to 3 above.

- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 12, 13, 14 and 15; and
  - (iv) an indicative written construction programme for all offshore electrical platforms and cables including fibre optic cables comprised in the works at Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);

with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—

- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
- (bb) at least four months prior to construction, detail on construction monitoring; and
- (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;

unless otherwise agreed in writing with the MMO.

- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
  - (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
  - (ii) soft start procedures with specified duration periods;
  - (iii) offshore electrical platform location and installation, including scour protection;
  - (iv) cable (including fibre optic cable) installation ;
  - (v) contractors;
  - (vi) vessels, vessels maintenance and vessel transit corridors; and
  - (vii) associated and ancillary works.

- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer; and
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities;
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub-paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) In the event that piled foundations are proposed to be used, at least six months prior to commencement of licensed activities, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A cable specification, installation and monitoring plan, for the installation and protection of cables outside of the Haisborough, Hammond and Winterton Special Area of Conservation, to include—
- (i) technical specification of offshore cables (including fibre optic cable) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cable) laying plan for the Order limits, incorporating a burial risk assessment, encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to chart datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or such similar assessment to ascertain suitable burial depths and cable laying techniques, including cable landfall and cable protection measures;
  - (iii) proposals for monitoring offshore cables including cable (including fibre optic cable) protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables; and
  - (iv) appropriate methods such as a trawl or drift net to be deployed along Work No. 4A and 4B (export cables and fibre optic cables), following the survey referred to in condition 15(2)(b) to assess any seabed obstructions resulting from burial of the export cables and fibre optic cables.

**Changes to legislation:** *There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)*

- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean high water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body (and, if relevant, North Norfolk District Council) to include—
- (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO (and North Norfolk District Council where the report relates to the intertidal area) that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 13(2)(a) and in accordance with the offshore in principle monitoring plan.
- (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
- (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 5 for the lifetime of the authorised scheme.
- (l) In the event that piled foundations are proposed to be used, at least six months prior to commencement of licensed activities, a site integrity plan which accords with the principles set out in the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan, and which the MMO is satisfied would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.
- (m) At least six months prior to commencement of licensed activities, a cable specification, installation and monitoring plan for the installation and protection of cables within the Haisborough, Hammond and Winterton Special Area of Conservation which accords with the principles set out in the outline Norfolk Boreas Haisborough, Hammond and Winterton

Special Area of Conservation Cable Specification, Installation and Monitoring Plan such plan to be submitted to the MMO (in consultation with the relevant statutory nature conservation body).

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.

(3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed—

- (a) 5,000kJ in respect of monopile foundations; and
- (b) 2,700 kJ in respect of pin piles.

**Commencement Information**

**I195** Sch. 11 para. 9 in force at 1.1.2022, see [art. 1](#)

**10.**—(1) Any archaeological reports produced in accordance with condition 9(1)(h)(iii) must be agreed with the MMO in consultation with the statutory historic body (and, if relevant, North Norfolk District Council).

(2) The design plan required by condition 9(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 9 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 9.

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 9 as soon as practicable and in any event within a period of four months commencing on the date the application is received by the MMO.

(6) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 9, unless otherwise agreed in writing by the MMO.

(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

**Commencement Information**

**I196** Sch. 11 para. 10 in force at 1.1.2022, see [art. 1](#)

**Commencement Information**

**I195** Sch. 11 para. 9 in force at 1.1.2022, see [art. 1](#)

**I196** Sch. 11 para. 10 in force at 1.1.2022, see [art. 1](#)

### Post-construction plans and documents

**11.** The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MMO, MCA and UKHO.

#### Commencement Information

**I197** Sch. 11 para. 11 in force at 1.1.2022, see [art. 1](#)

### Reporting of engaged agents, contractors and vessels

- 12.—**(1) The undertaker must provide the following information to the MMO—
- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
  - (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.
- (2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

#### Commencement Information

**I198** Sch. 11 para. 12 in force at 1.1.2022, see [art. 1](#)

### Pre-construction monitoring and surveys

- 13.—**(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—
- (a) the survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
  - (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.
- (2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to—
- (a) undertake appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works;

- (b) undertake a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works; and
- (c) undertake or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 9(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

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**Commencement Information**

**I199** Sch. 11 para. 13 in force at 1.1.2022, see [art. 1](#)

**Construction monitoring**

**14.—(1)** The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1) , including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) In the event that driven or part driven pile foundations are proposed to be used, the details submitted in accordance with the offshore in principle monitoring plan must include proposals for monitoring marine mammals.

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**Commencement Information**

**I200** Sch. 11 para. 14 in force at 1.1.2022, see [art. 1](#)

**Post construction**

**15.—(1)** The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to—

- (a) undertake an appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) undertake, within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables including fibre optic cables have been buried or protected; and
- (c) undertake or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 9(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables, the cable (including fibre optic cables) monitoring plan required under condition 9(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

#### Commencement Information

**I201** Sch. 11 para. 15 in force at 1.1.2022, see [art. 1](#)

#### Reporting of impact pile driving

**16.—**(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry's Forward Look requirements;
- (b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements; and
- (c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements.

(2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition—

“Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas; and

“Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

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**Commencement Information**

**I202** Sch. 11 para. 16 in force at 1.1.2022, see [art. 1](#)

**Reporting of scour and cable protection**

**17.**—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

- (a) location of the cable protection and scour protection;
- (b) volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

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**Commencement Information**

**I203** Sch. 11 para. 17 in force at 1.1.2022, see [art. 1](#)

**Coordination with Norfolk Vanguard Offshore Wind Farm**

**18.**—(1) Prior to submission of each of the pre-construction plans and documentation required to be submitted under condition 9(1) above the undertaker must provide a copy of the relevant plans and documentation to the undertaker of the offshore element of the Norfolk Vanguard Offshore Wind Farm to enable that undertaker to provide any comments on the plans and documentation.

(2) The undertaker must participate in liaison meetings with the undertaker of the offshore element of the Norfolk Vanguard Offshore Wind Farm as requested from time to time by the MMO in writing in advance, which meeting will be chaired by the MMO and may consider such matters as are determined by the MMO relating to the efficient operation of the offshore element of the authorised project and the offshore element of the Norfolk Vanguard Offshore Wind Farm.

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**Commencement Information**

**I204** Sch. 11 para. 18 in force at 1.1.2022, see [art. 1](#)

**Restriction on cable installation construction works**

**19.** During the months of January to March inclusive, construction activities consisting of cable installation for Work No. 4A and Work No. 4B must only take place with one main cable laying vessel.

**Commencement Information**

**I205** Sch. 11 para. 19 in force at 1.1.2022, see [art. 1](#)

SCHEDULE 12

Article 32

Deemed Licence under the 2009 Act – Transmission Assets (Licence 2 – Phase 2)

**PART 1**

Interpretation

**1.—(1)** In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2011 Regulations” means the Marine Licensing (Licence Application Appeals) Regulations 2011<sup>(55)</sup>;

“the 2017 Regulations” means the Offshore Marine Habitats and Species Regulations 2017<sup>(56)</sup>;

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work Nos. 2, 3A, 4A, and 4B described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

<sup>(55)</sup> S.I. 2011/934.

<sup>(56)</sup> S.I. 2017/1013.

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“gravity base” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“HAT” means highest astronomical tide;

“in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan” means the document certified as the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan by the Secretary of State for the purposes of this Order;

“jacket foundation” means a steel jacket/ lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction caissons and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licence 1 (transmission)” means the licence set out in Schedule 11 (deemed licence under the 2009 Act – transmission assets (licence 1 – phase 1));

“licensed activities” means the activities specified in Part 3 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable and any component part of any wind turbine generator, offshore electrical platform, offshore service platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“Norfolk Boreas Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Order

“Norfolk Vanguard Offshore Wind Farm” means the offshore wind farm for which Norfolk Vanguard Limited has sought a development consent order pursuant to an application submitted to the Secretary of State on 26th June 2018;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

**Changes to legislation:** *There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)*

“offshore electrical platform” means a platform attached to the seabed by means of a foundation, with one or more decks, whether open or fully clad, accommodating electrical power transformers, switchgear, instrumentation, protection and control systems and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“the Order” means the Norfolk Boreas Offshore Wind Farm Order 2021;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order;

“outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Cable Specification, Installation and Monitoring Plan” means the document certified as the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Cable Specification, Installation and Monitoring Plan by the Secretary of State for the purposes of this Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“relevant site” means a European offshore marine site or a European site as defined in the 2017 Regulations;

“scenario 1” means the scenario in which the Norfolk Vanguard Offshore Wind Farm proceeds to construction and carries out enabling works, including the laying of onshore cable ducts, to benefit the Norfolk Boreas Offshore Wind Farm;

“scenario 2” means the scenario in which the Norfolk Vanguard Offshore Wind Farm does not proceed to construction and Norfolk Boreas Offshore Wind Farm is built out as an independent project including the laying of onshore cable ducts;

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement.

“single offshore phase” means carrying out all offshore works as a single construction operation;

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“suction caisson” means a large diameter steel cylindrical shell which penetrates the seabed assisted by a hydrostatic pressure differential for fixity of foundations;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“two offshore phases” means carrying out the offshore works as two separate construction operations;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Norfolk Boreas Limited (Company No. 03722058) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“Work No. 3B” means up to three project interconnector cables to connect Work No. 2 with the Norfolk Vanguard Offshore Wind Farm licensed under Schedule 13 of this Order;

“Work No. 4C” means the onshore transmission works at the landfall consisting of up to two transition jointing pits and up to four cables to be laid in ducts underground and associated fibre optic cables laid within cable ducts from MHWS at Happisburgh South, North Norfolk; and

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT); and
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary points of contact with the organisations listed below and the addresses for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing  
Lancaster House  
Hampshire Court  
Newcastle Business Park  
Newcastle upon Tyne  
NE4 7YH  
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Tel: 01502 573 149;

(c) Trinity House

Tower Hill  
London  
EC3N 4DH

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

Tel: 020 7481 6900;

- (d) The United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset

TA1 2DN

Tel: 01823 337 900;

- (e) Maritime and Coastguard Agency

Navigation Safety Branch

Bay 2/20, Spring Place

105 Commercial Road

Southampton

SO15 1EG

Tel: 020 3817 2426;

- (f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244;

- (g) Natural England

Area 1C, Nobel House

17 Smith Square

London

SW1P 2AL

Tel: 0300 060 4911;

- (h) Historic England

Cannon Bridge House

25 Dowgate Hill

London

EC4R 2YA

Tel: 020 7973 3700

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**Commencement Information**

**I206** Sch. 12 Pt. 1 para. 1 in force at 1.1.2022, see [art. 1](#)

## PART 2

### Licensed Marine Activities – General

1. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes), and the completion of such programme has been confirmed by the Secretary of State in writing.

#### Commencement Information

**I207** Sch. 12 Pt. 2 para. 1 in force at 1.1.2022, see [art. 1](#)

2. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).

#### Commencement Information

**I208** Sch. 12 Pt. 2 para. 2 in force at 1.1.2022, see [art. 1](#)

3. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

#### Commencement Information

**I209** Sch. 12 Pt. 2 para. 3 in force at 1.1.2022, see [art. 1](#)

4. Any amendments to or variations from the approved plans, protocols or statements must be minor or immaterial and it must be demonstrated to the satisfaction of the MMO that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

#### Commencement Information

**I210** Sch. 12 Pt. 2 para. 4 in force at 1.1.2022, see [art. 1](#)

5. The substances or articles authorised for deposit at sea are—
- (a) iron and steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works; and



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(g) marine coatings, other chemicals and timber.

**Commencement Information**

**I211** Sch. 12 Pt. 2 para. 5 in force at 1.1.2022, see [art. 1](#)

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 28.789" N	14' 3° 3' 31.257" E	241	52° 51.006" N	44' 2° 2' 16.812" E
2	52° 14.962" N	56' 3° 8' 41.012" E	242	52° 50.593" N	44' 2° 2' 18.703" E
3	52° 23.652" N	52' 2° 46' 27.791" E	243	52° 50.478" N	44' 2° 2' 19.257" E
4	52° 34.455" N	47' 2° 46' 27.112" E	244	52° 50.373" N	44' 2° 2' 19.818" E
5	52° 27.871" N	47' 2° 45' 34.063" E	245	52° 50.034" N	44' 2° 2' 21.747" E
6	52° 16.559" N	47' 2° 44' 3.046" E	246	52° 49.940" N	44' 2° 2' 22.313" E
7	52° 15.589" N	47' 2° 43' 55.247" E	247	52° 49.857" N	44' 2° 2' 22.883" E
8	52° 15.589" N	47' 2° 43' 55.243" E	248	52° 49.592" N	44' 2° 2' 24.844" E
9	52° 14.341" N	47' 2° 43' 45.216" E	249	52° 49.520" N	44' 2° 2' 25.418" E
10	52° 13.615" N	47' 2° 43' 39.381" E	250	52° 49.459" N	44' 2° 2' 25.996" E
11	52° 46.039" N	43' 2° 16' 19.075" E	251	52° 49.268" N	44' 2° 2' 27.980" E
12	52° 45.182" N	43' 2° 16' 10.004" E	252	52° 49.218" N	44' 2° 2' 28.561" E
13	52° 44.634" N	43' 2° 16' 0.162" E	253	52° 49.179" N	44' 2° 2' 29.143" E
14	52° 44.531" N	43' 2° 15' 54.221" E	254	52° 49.065" N	44' 2° 2' 31.144" E
15	52° 44.490" N	43' 2° 15' 51.462" E	255	52° 49.037" N	44' 2° 2' 31.728" E
16	52° 44.512" N	43' 2° 7' 23.550" E	256	52° 49.021" N	44' 2° 2' 32.314" E

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17	52° 44.166" N	42' 2° 3' 14.512" E	257	52° 48.989" N	44' 2° 2' 34.021" E
18	52° 43.152" N	42' 2° 3' 9.802" E	258	52° 48.983" N	44' 2° 2' 34.638" E
19	52° 42.369" N	42' 2° 3' 4.946" E	259	52° 49.220" N	44' 2° 15' 49.970" E
20	52° 31.534" N	42' 2° 1' 44.644" E	260	52° 49.236" N	44' 2° 15' 51.345" E
21	52° 31.056" N	42' 2° 1' 40.338" E	261	52° 49.268" N	44' 2° 15' 53.169" E
22	52° 30.948" N	42' 2° 1' 39.044" E	262	52° 49.284" N	44' 2° 15' 53.754" E
23	52° 30.701" N	42' 2° 1' 34.686" E	263	52° 49.311" N	44' 2° 15' 54.339" E
24	52° 30.654" N	42' 2° 1' 30.309" E	264	52° 49.422" N	44' 2° 15' 56.340" E
25	52° 30.675" N	42' 2° 1' 29.003" E	265	52° 49.460" N	44' 2° 15' 56.922" E
26	52° 30.833" N	42' 2° 1' 25.173" E	266	52° 49.509" N	44' 2° 15' 57.503" E
27	52° 33.173" N	42' 2° 0' 49.768" E	267	52° 49.680" N	44' 2° 15' 59.308" E
28	52° 34.216" N	42' 2° 0' 40.941" E	268	52° 49.731" N	44' 2° 15' 59.809" E
29	52° 34.439" N	42' 2° 0' 39.649" E	269	52° 49.791" N	44' 2° 16' 0.309" E
30	52° 35.302" N	42' 2° 0' 35.379" E	270	52° 51.112" N	44' 2° 16' 10.573" E
31	52° 41.649" N	42' 2° 0' 7.655" E	271	52° 51.112" N	44' 2° 16' 10.573" E
32	52° 43.788" N	42' 2° 0' 0.073" E	272	52° 49.555" N	45' 2° 23' 47.080" E
33	52° 44.149" N	42' 1° 59' 59.016" E	273	52° 49.557" N	45' 2° 23' 47.097" E
34	52° 45.445" N	42' 1° 59' 55.557" E	274	52° 11.399" N	46' 2° 26' 38.781" E
35	52° 55.437" N	42' 1° 59' 30.877" E	275	52° 11.399" N	46' 2° 26' 38.782" E
36	52° 55.855" N	42' 1° 59' 29.924" E	276	52° 58.179" N	46' 2° 32' 48.486" E

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37	52° 58.378" N	42' 1° 59' 24.593" E	277	52° 59.273" N	46' 2° 32' 57.168" E
38	52° 58.842" N	42' 1° 59' 23.685" E	278	52° 47' 4.976" N	2° 33' 42.433" E
39	52° 43' 0.673" N	1° 59' 20.588" E	279	52° 47' 5.398" N	2° 33' 45.780" E
40	52° 43' 2.861" N	1° 59' 17.394" E	280	52° 47' 6.366" N	2° 33' 53.472" E
41	52° 17.859" N	43' 1° 58' 57.179" E	281	52° 47' 6.366" N	2° 33' 53.473" E
42	52° 19.625" N	43' 1° 58' 54.953" E	282	52° 20.744" N	47' 2° 35' 47.803" E
43	52° 21.284" N	43' 1° 58' 53.106" E	283	52° 20.744" N	47' 2° 35' 47.804" E
44	52° 21.796" N	43' 1° 58' 52.576" E	284	52° 21.786" N	47' 2° 35' 56.101" E
45	52° 23.547" N	43' 1° 58' 50.895" E	285	52° 16.490" N	48' 2° 43' 13.626" E
46	52° 46.103" N	45' 1° 56' 43.184" E	286	52° 20.763" N	48' 2° 43' 47.964" E
47	52° 46' 2.160" N	1° 56' 27.260" E	287	52° 21.026" N	48' 2° 43' 49.928" E
48	52° 46' 3.532" N	1° 56' 26.078" E	288	52° 21.364" N	48' 2° 43' 51.862" E
49	52° 17.577" N	46' 1° 56' 12.146" E	289	52° 21.774" N	48' 2° 43' 53.756" E
50	52° 37.038" N	46' 1° 55' 33.566" E	290	52° 22.256" N	48' 2° 43' 55.605" E
51	52° 51.513" N	46' 1° 54' 38.977" E	291	52° 22.808" N	48' 2° 43' 57.400" E
52	52° 58.151" N	46' 1° 53' 21.115" E	292	52° 23.426" N	48' 2° 43' 59.134" E
53	52° 59.490" N	46' 1° 52' 52.341" E	293	52° 24.109" N	48' 2° 44' 0.801" E
54	52° 32.039" N	47' 1° 39' 38.159" E	294	52° 24.854" N	48' 2° 44' 2.393" E
55	52° 32.129" N	47' 1° 39' 36.152" E	295	52° 25.659" N	48' 2° 44' 3.905" E
56	52° 32.273" N	47' 1° 39' 33.526" E	296	52° 26.519" N	48' 2° 44' 5.331" E

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57	52° 32.388" N	47' 1° 39' 31.565" E	297	52° 27.432" N	48' 2° 44' 6.665" E
58	52° 32.521" N	47' 1° 39' 29.607" E	298	52° 28.394" N	48' 2° 44' 7.902" E
59	52° 32.673" N	47' 1° 39' 27.652" E	299	52° 29.401" N	48' 2° 44' 9.037" E
60	52° 32.844" N	47' 1° 39' 25.702" E	300	52° 30.449" N	48' 2° 44' 10.065" E
61	52° 33.028" N	47' 1° 39' 23.714" E	301	52° 31.534" N	48' 2° 44' 10.983" E
62	52° 33.217" N	47' 1° 39' 21.768" E	302	52° 32.652" N	48' 2° 44' 11.786" E
63	52° 33.425" N	47' 1° 39' 19.828" E	303	52° 33.799" N	48' 2° 44' 12.472" E
64	52° 33.652" N	47' 1° 39' 17.893" E	304	52° 34.969" N	48' 2° 44' 13.037" E
65	52° 33.896" N	47' 1° 39' 15.964" E	305	52° 36.158" N	48' 2° 44' 13.481" E
66	52° 34.155" N	47' 1° 39' 13.999" E	306	52° 37.362" N	48' 2° 44' 13.800" E
67	52° 34.419" N	47' 1° 39' 12.073" E	307	52° 38.576" N	48' 2° 44' 13.994" E
68	52° 34.701" N	47' 1° 39' 10.153" E	308	52° 39.226" N	48' 2° 44' 14.030" E
69	52° 35.001" N	47' 1° 39' 8.241" E	309	52° 39.637" N	48' 2° 44' 14.030" E
70	52° 35.320" N	47' 1° 39' 6.337" E	310	52° 27.631" N	51' 2° 44' 14.043" E
71	52° 35.827" N	47' 1° 39' 3.397" E	311	52° 45.444" N	52' 2° 44' 14.140" E
72	52° 36.193" N	47' 1° 39' 1.398" E	312	52° 48.722" N	52' 2° 44' 14.144" E
73	52° 36.599" N	47' 1° 38' 59.313" E	313	52° 48.725" N	52' 2° 44' 14.157" E
74	52° 37.000" N	47' 1° 38' 57.371" E	314	52° 50.325" N	52' 2° 44' 14.415" E
75	52° 37.497" N	47' 1° 38' 55.056" E	315	52° 51.923" N	52' 2° 44' 14.716" E
76	52° 37.906" N	47' 1° 38' 53.193" E	316	52° 53.518" N	52' 2° 44' 15.059" E

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77	52° 38.332" N	47' 1° 38' 51.340" E	317	52° 55.109" N	52' 2° 44' 15.444" E
78	52° 38.777" N	47' 1° 38' 49.499" E	318	52° 56.696" N	52' 2° 44' 15.871" E
79	52° 39.239" N	47' 1° 38' 47.670" E	319	52° 58.279" N	52' 2° 44' 16.340" E
80	52° 59.902" N	48' 1° 33' 32.091" E	320	52° 59.857" N	52' 2° 44' 16.851" E
81	52° 49' 1.602" N	1° 33' 25.973" E	321	52° 53' 1.430" N	2° 44' 17.403" E
82	52° 49' 2.819" N	1° 33' 19.121" E	322	52° 53' 2.998" N	2° 44' 17.996" E
83	52° 49' 3.674" N	1° 33' 13.073" E	323	52° 53' 4.559" N	2° 44' 18.631" E
84	52° 49' 3.797" N	1° 33' 6.096" E	324	52° 53' 6.115" N	2° 44' 19.307" E
85	52° 49' 2.898" N	1° 32' 57.549" E	325	52° 53' 7.663" N	2° 44' 20.024" E
86	52° 49' 4.139" N	1° 32' 54.271" E	326	52° 53' 9.205" N	2° 44' 20.782" E
87	52° 49' 4.845" N	1° 32' 52.212" E	327	52° 10.739" N	53' 2° 44' 21.580" E
88	52° 49' 5.188" N	1° 32' 51.467" E	328	52° 12.265" N	53' 2° 44' 22.419" E
89	52° 49' 6.147" N	1° 32' 49.575" E	329	52° 13.782" N	53' 2° 44' 23.298" E
90	52° 49' 7.035" N	1° 32' 47.473" E	330	52° 15.291" N	53' 2° 44' 24.217" E
91	52° 49' 7.208" N	1° 32' 46.999" E	331	52° 16.791" N	53' 2° 44' 25.175" E
92	52° 49' 8.015" N	1° 32' 44.486" E	332	52° 18.282" N	53' 2° 44' 26.173" E
93	52° 49' 8.663" N	1° 32' 42.319" E	333	52° 19.763" N	53' 2° 44' 27.211" E
94	52° 49' 8.910" N	1° 32' 41.417" E	334	52° 21.233" N	53' 2° 44' 28.287" E
95	52° 49' 9.102" N	1° 32' 41.019" E	335	52° 22.693" N	53' 2° 44' 29.402" E
96	52° 49' 9.635" N	1° 32' 40.648" E	336	52° 24.142" N	53' 2° 44' 30.555" E

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97	52° 49' 9.807" N	1° 32' 40.345" E	337	52° 25.580" N	53' 2° 44' 31.747" E
98	52° 49' 9.768" N	1° 32' 39.737" E	338	52° 27.005" N	53' 2° 44' 32.976" E
99	52° 49' 9.855" N	1° 32' 38.941" E	339	52° 28.419" N	53' 2° 44' 34.243" E
100	52° 49' 10.086" N	1° 32' 38.247" E	340	52° 29.821" N	53' 2° 44' 35.547" E
101	52° 49' 10.218" N	1° 32' 37.939" E	341	52° 31.210" N	53' 2° 44' 36.888" E
102	52° 49' 10.691" N	1° 32' 36.993" E	342	52° 32.585" N	53' 2° 44' 38.265" E
103	52° 49' 11.553" N	1° 32' 35.417" E	343	52° 33.947" N	53' 2° 44' 39.679" E
104	52° 49' 12.200" N	1° 32' 33.887" E	344	52° 35.295" N	53' 2° 44' 41.128" E
105	52° 49' 12.742" N	1° 32' 32.736" E	345	52° 36.630" N	53' 2° 44' 42.613" E
106	52° 49' 13.080" N	1° 32' 31.922" E	346	52° 37.949" N	53' 2° 44' 44.133" E
107	52° 49' 13.507" N	1° 32' 31.040" E	347	52° 39.254" N	53' 2° 44' 45.687" E
108	52° 49' 14.325" N	1° 32' 29.767" E	348	52° 40.543" N	53' 2° 44' 47.276" E
109	52° 49' 14.340" N	1° 32' 29.796" E	349	52° 41.818" N	53' 2° 44' 48.898" E
110	52° 49' 15.178" N	1° 32' 31.478" E	350	52° 43.076" N	53' 2° 44' 50.554" E
111	52° 49' 15.638" N	1° 32' 32.401" E	351	52° 44.318" N	53' 2° 44' 52.243" E
112	52° 49' 45.178" N	1° 33' 31.705" E	352	52° 45.543" N	53' 2° 44' 53.965" E
113	52° 49' 45.944" N	1° 33' 33.513" E	353	52° 46.752" N	53' 2° 44' 55.719" E
114	52° 49' 46.772" N	1° 33' 35.540" E	354	52° 47.944" N	53' 2° 44' 57.504" E
115	52° 49' 47.579" N	1° 33' 37.591" E	355	52° 49.118" N	53' 2° 44' 59.321" E
116	52° 48.363" N	1° 33' 39.664" E	356	52° 50.275" N	53' 2° 45' 1.169" E

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117	52° 49.126" N	49' 1° 33' 41.760" E	357	52° 51.414" N	53' 2° 45' 3.046" E
118	52° 49.866" N	49' 1° 33' 43.878" E	358	52° 52.534" N	53' 2° 45' 4.954" E
119	52° 50.585" N	49' 1° 33' 46.016" E	359	52° 53.636" N	53' 2° 45' 6.891" E
120	52° 51.280" N	49' 1° 33' 48.175" E	360	52° 54.719" N	53' 2° 45' 8.857" E
121	52° 51.952" N	49' 1° 33' 50.354" E	361	52° 55.783" N	53' 2° 45' 10.851" E
122	52° 52.602" N	49' 1° 33' 52.551" E	362	52° 56.827" N	53' 2° 45' 12.874" E
123	52° 53.228" N	49' 1° 33' 54.767" E	363	52° 57.852" N	53' 2° 45' 14.923" E
124	52° 53.831" N	49' 1° 33' 57.000" E	364	52° 58.857" N	53' 2° 45' 16.999" E
125	52° 54.410" N	49' 1° 33' 59.251" E	365	52° 59.841" N	53' 2° 45' 19.102" E
126	52° 54.965" N	49' 1° 34' 1.518" E	366	52° 54' 0.806" N	2° 45' 21.230" E
127	52° 55.496" N	49' 1° 34' 3.800" E	367	52° 54' 1.749" N	2° 45' 23.384" E
128	52° 56.003" N	49' 1° 34' 6.098" E	368	52° 54' 2.672" N	2° 45' 25.562" E
129	52° 56.486" N	49' 1° 34' 8.409" E	369	52° 54' 3.573" N	2° 45' 27.765" E
130	52° 56.944" N	49' 1° 34' 10.735" E	370	52° 54' 4.453" N	2° 45' 29.990" E
131	52° 57.378" N	49' 1° 34' 13.073" E	371	52° 54' 5.312" N	2° 45' 32.239" E
132	52° 57.786" N	49' 1° 34' 15.423" E	372	52° 54' 6.144" N	2° 45' 34.497" E
133	52° 58.171" N	49' 1° 34' 17.784" E	373	53° 3' 46.017" N	2° 45' 35.676" E
134	52° 58.530" N	49' 1° 34' 20.157" E	374	53° 8' 27.770" N	2° 48' 38.429" E
135	52° 58.864" N	49' 1° 34' 22.539" E	375	53° 52.532" N	13' 3° 2' 3.556" E
136	52° 59.173" N	49' 1° 34' 24.930" E	376	53° 53.967" N	13' 3° 2' 7.131" E

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137	52° 49' 59.456" N	1° 34' 27.330" E	377	53° 13' 59.710" N	3° 2' 21.440" E
138	52° 49' 59.714" N	1° 34' 29.738" E	378	53° 14' 8.462" N	3° 2' 43.249" E
139	52° 49' 59.947" N	1° 34' 32.153" E	379	53° 14' 21.060" N	3° 3' 12.673" E
140	52° 50' 0.154" N	1° 34' 34.574" E	380	53° 10' 30.403" N	2° 59' 5.331" E
141	52° 50' 0.336" N	1° 34' 37.001" E	381	53° 10' 30.387" N	2° 59' 6.176" E
142	52° 50' 0.492" N	1° 34' 39.433" E	382	53° 10' 30.403" N	2° 59' 7.022" E
143	52° 50' 0.623" N	1° 34' 41.869" E	383	53° 10' 30.451" N	2° 59' 7.863" E
144	52° 50' 0.727" N	1° 34' 44.308" E	384	53° 10' 30.531" N	2° 59' 8.699" E
145	52° 50' 0.806" N	1° 34' 46.750" E	385	53° 10' 30.641" N	2° 59' 9.524" E
146	52° 50' 0.859" N	1° 34' 49.193" E	386	53° 10' 30.783" N	2° 59' 10.336" E
147	52° 50' 0.887" N	1° 34' 51.638" E	387	53° 10' 30.955" N	2° 59' 11.131" E
148	52° 50' 0.888" N	1° 34' 54.083" E	388	53° 10' 31.157" N	2° 59' 11.907" E
149	52° 50' 0.864" N	1° 34' 56.528" E	389	53° 10' 31.388" N	2° 59' 12.661" E
150	52° 50' 0.814" N	1° 34' 58.972" E	390	53° 10' 31.646" N	2° 59' 13.389" E
151	52° 50' 0.739" N	1° 35' 1.414" E	391	53° 10' 31.932" N	2° 59' 14.088" E
152	52° 50' 0.637" N	1° 35' 3.854" E	392	53° 10' 32.243" N	2° 59' 14.756" E
153	52° 50' 0.510" N	1° 35' 6.290" E	393	53° 10' 32.579" N	2° 59' 15.390" E
154	52° 50' 0.357" N	1° 35' 8.722" E	394	53° 10' 32.938" N	2° 59' 15.988" E
155	52° 50' 0.178" N	1° 35' 11.150" E	395	53° 10' 33.319" N	2° 59' 16.548" E
156	52° 49' 59.974" N	1° 35' 13.572" E	396	53° 10' 33.721" N	2° 59' 17.066" E



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157	52° 59.745" N	49' 1° 35' 15.987" E	397	53° 34.141" N	10' 2° 59' 17.541" E
158	52° 59.490" N	49' 1° 35' 18.396" E	398	53° 34.578" N	10' 2° 59' 17.972" E
159	52° 59.209" N	49' 1° 35' 20.797" E	399	53° 35.031" N	10' 2° 59' 18.356" E
160	52° 58.903" N	49' 1° 35' 23.190" E	400	53° 35.497" N	10' 2° 59' 18.692" E
161	52° 58.573" N	49' 1° 35' 25.573" E	401	53° 35.975" N	10' 2° 59' 18.978" E
162	52° 58.217" N	49' 1° 35' 27.947" E	402	53° 36.463" N	10' 2° 59' 19.214" E
163	52° 57.836" N	49' 1° 35' 30.310" E	403	53° 36.959" N	10' 2° 59' 19.398" E
164	52° 57.430" N	49' 1° 35' 32.661" E	404	53° 37.461" N	10' 2° 59' 19.531" E
165	52° 56.999" N	49' 1° 35' 35.001" E	405	53° 37.966" N	10' 2° 59' 19.610" E
166	52° 56.544" N	49' 1° 35' 37.328" E	406	53° 38.474" N	10' 2° 59' 19.637" E
167	52° 56.064" N	49' 1° 35' 39.641" E	407	53° 38.982" N	10' 2° 59' 19.610" E
168	52° 55.560" N	49' 1° 35' 41.940" E	408	53° 39.488" N	10' 2° 59' 19.531" E
169	52° 55.032" N	49' 1° 35' 44.225" E	409	53° 39.990" N	10' 2° 59' 19.399" E
170	52° 54.480" N	49' 1° 35' 46.494" E	410	53° 40.485" N	10' 2° 59' 19.214" E
171	52° 53.904" N	49' 1° 35' 48.746" E	411	53° 40.973" N	10' 2° 59' 18.978" E
172	52° 53.304" N	49' 1° 35' 50.982" E	412	53° 41.451" N	10' 2° 59' 18.692" E
173	52° 52.681" N	49' 1° 35' 53.200" E	413	53° 41.918" N	10' 2° 59' 18.356" E
174	52° 52.034" N	49' 1° 35' 55.400" E	414	53° 42.370" N	10' 2° 59' 17.972" E
175	52° 51.868" N	49' 1° 35' 55.943" E	415	53° 42.807" N	10' 2° 59' 17.542" E
176	52° 40.863" N	48' 1° 39' 22.453" E	416	53° 43.228" N	10' 2° 59' 17.067" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
177	52° 40.702" N	48' 1° 39' 22.924" E	417	53° 43.629" N	10' 2° 59' 16.548" E
178	52° 40.367" N	48' 1° 39' 23.994" E	418	53° 44.010" N	10' 2° 59' 15.989" E
179	52° 40.234" N	48' 1° 39' 24.393" E	419	53° 44.369" N	10' 2° 59' 15.391" E
180	52° 40.107" N	48' 1° 39' 24.797" E	420	53° 44.705" N	10' 2° 59' 14.757" E
181	52° 39.560" N	48' 1° 39' 26.596" E	421	53° 45.017" N	10' 2° 59' 14.089" E
182	52° 39.405" N	48' 1° 39' 27.124" E	422	53° 45.302" N	10' 2° 59' 13.389" E
183	52° 39.261" N	48' 1° 39' 27.661" E	423	53° 45.561" N	10' 2° 59' 12.661" E
184	52° 38.783" N	48' 1° 39' 29.512" E	424	53° 45.792" N	10' 2° 59' 11.908" E
185	52° 38.649" N	48' 1° 39' 30.055" E	425	53° 45.993" N	10' 2° 59' 11.132" E
186	52° 38.525" N	48' 1° 39' 30.606" E	426	53° 46.166" N	10' 2° 59' 10.336" E
187	52° 38.044" N	48' 1° 39' 32.861" E	427	53° 46.307" N	10' 2° 59' 9.524" E
188	52° 37.927" N	48' 1° 39' 33.484" E	428	53° 46.418" N	10' 2° 59' 8.699" E
189	52° 37.569" N	48' 1° 39' 35.557" E	429	53° 46.498" N	10' 2° 59' 7.864" E
190	52° 37.477" N	48' 1° 39' 36.124" E	430	53° 46.545" N	10' 2° 59' 7.022" E
191	52° 37.396" N	48' 1° 39' 36.696" E	431	53° 46.561" N	10' 2° 59' 6.176" E
192	52° 37.137" N	48' 1° 39' 38.662" E	432	53° 46.545" N	10' 2° 59' 5.331" E
193	52° 37.067" N	48' 1° 39' 39.237" E	433	53° 46.498" N	10' 2° 59' 4.489" E
194	52° 37.008" N	48' 1° 39' 39.816" E	434	53° 46.418" N	10' 2° 59' 3.654" E
195	52° 36.824" N	48' 1° 39' 41.805" E	435	53° 46.307" N	10' 2° 59' 2.829" E
196	52° 36.776" N	48' 1° 39' 42.387" E	436	53° 46.166" N	10' 2° 59' 2.017" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
197	52° 36.739" N	48' 1° 39' 42.971" E	437	53° 45.993" N	10' 2° 59' 1.221" E
198	52° 36.617" N	48' 1° 39' 45.198" E	438	53° 45.792" N	10' 2° 59' 0.445" E
199	52° 36.608" N	48' 1° 39' 45.442" E	439	53° 45.561" N	10' 2° 58' 59.691" E
200	52° 36.111" N	48' 1° 39' 58.227" E	440	53° 45.302" N	10' 2° 58' 58.964" E
210	52° 53.162" N	47' 1° 57' 17.842" E	441	53° 45.017" N	10' 2° 58' 58.264" E
202	52° 51.688" N	47' 1° 57' 48.405" E	442	53° 44.705" N	10' 2° 58' 57.596" E
203	52° 50.436" N	47' 1° 58' 0.642" E	443	53° 44.369" N	10' 2° 58' 56.962" E
204	52° 48.214" N	47' 1° 58' 12.320" E	444	53° 44.010" N	10' 2° 58' 56.364" E
205	52° 42.495" N	47' 1° 58' 33.820" E	445	53° 43.629" N	10' 2° 58' 55.804" E
206	52° 36.793" N	47' 1° 58' 49.157" E	446	53° 43.228" N	10' 2° 58' 55.286" E
207	52° 27.713" N	47' 1° 59' 7.719" E	447	53° 42.807" N	10' 2° 58' 54.811" E
208	52° 19.963" N	47' 1° 59' 19.409" E	448	53° 42.370" N	10' 2° 58' 54.380" E
209	52° 10.581" N	47' 1° 59' 30.409" E	449	53° 41.918" N	10' 2° 58' 53.997" E
210	52° 45' 3.401" N	2° 1' 51.874" E	450	53° 41.451" N	10' 2° 58' 53.661" E
211	52° 45' 3.127" N	2° 1' 52.189" E	451	53° 40.973" N	10' 2° 58' 53.374" E
212	52° 45' 2.287" N	2° 1' 53.183" E	452	53° 40.485" N	10' 2° 58' 53.139" E
213	52° 45' 1.635" N	2° 1' 53.925" E	453	53° 39.990" N	10' 2° 58' 52.954" E
214	52° 45' 1.351" N	2° 1' 54.277" E	454	53° 39.488" N	10' 2° 58' 52.822" E
215	52° 45' 0.388" N	2° 1' 55.510" E	455	53° 38.982" N	10' 2° 58' 52.742" E
216	52° 45' 0.110" N	2° 1' 55.877" E	456	53° 38.474" N	10' 2° 58' 52.716" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
217	52° 44' 59.840" N	2° 1' 56.258" E	457	53° 10' 37.966" N	2° 58' 52.742" E
218	52° 44' 58.926" N	2° 1' 57.587" E	458	53° 10' 37.461" N	2° 58' 52.822" E
219	52° 44' 58.663" N	2° 1' 57.982" E	459	53° 10' 36.959" N	2° 58' 52.954" E
220	52° 44' 58.407" N	2° 1' 58.390" E	460	53° 10' 36.463" N	2° 58' 53.139" E
221	52° 44' 57.545" N	2° 1' 59.812" E	461	53° 10' 35.975" N	2° 58' 53.375" E
222	52° 44' 57.298" N	2° 2' 0.233" E	462	53° 10' 35.497" N	2° 58' 53.661" E
223	52° 44' 57.059" N	2° 2' 0.667" E	463	53° 10' 35.031" N	2° 58' 53.997" E
224	52° 44' 56.253" N	2° 2' 2.175" E	464	53° 10' 34.578" N	2° 58' 54.381" E
225	52° 44' 56.022" N	2° 2' 2.621" E	465	53° 10' 34.141" N	2° 58' 54.812" E
226	52° 44' 55.800" N	2° 2' 3.078" E	466	53° 10' 33.721" N	2° 58' 55.287" E
227	52° 44' 55.053" N	2° 2' 4.667" E	467	53° 10' 33.319" N	2° 58' 55.805" E
228	52° 44' 54.839" N	2° 2' 5.136" E	468	53° 10' 32.938" N	2° 58' 56.364" E
229	52° 44' 54.635" N	2° 2' 5.615" E	469	53° 10' 32.579" N	2° 58' 56.962" E
230	52° 44' 53.950" N	2° 2' 7.278" E	470	53° 10' 32.243" N	2° 58' 57.597" E
231	52° 44' 53.755" N	2° 2' 7.768" E	471	53° 10' 31.932" N	2° 58' 58.265" E
232	52° 44' 53.569" N	2° 2' 8.268" E	472	53° 10' 31.646" N	2° 58' 58.964" E
233	52° 44' 52.949" N	2° 2' 9.998" E	473	53° 10' 31.388" N	2° 58' 59.692" E
234	52° 44' 52.773" N	2° 2' 10.507" E	474	53° 10' 31.157" N	2° 59' 0.445" E
235	52° 44' 52.607" N	2° 2' 11.025" E	475	53° 10' 30.955" N	2° 59' 1.221" E
236	52° 44' 52.053" N	2° 2' 12.816" E	476	53° 10' 30.783" N	2° 59' 2.017" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
237	52° 44' 51.897" N	2° 2' 13.343" E	477	53° 10' 30.641" N	2° 59' 2.829" E
238	52° 44' 51.751" N	2° 2' 13.877" E	478	53° 10' 30.531" N	2° 59' 3.654" E
239	52° 44' 51.267" N	2° 2' 15.722" E	479	53° 10' 30.451" N	2° 59' 4.489" E
240	52° 44' 51.131" N	2° 2' 16.263" E			

#### **Commencement Information**

**I212** Sch. 12 Pt. 2 para. 6 in force at 1.1.2022, see [art. 1](#)

## PART 3

### Details of Licensed Marine Activities

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) the disposal of up to a total of 7,275,000 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references HU213, HU214, and HU217 within the extent of the Order limits seaward of MHWS, comprising—
  - (i) 3,600,000 m<sup>3</sup> for cable (including fibre optic cable) installation;
  - (ii) 75,000 m<sup>3</sup> for the offshore electrical platforms;
  - (iii) 3,100,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the Order limits excluding the Haisborough, Hammond and Winterton Special Area of Conservation;
  - (iv) 500,000 m<sup>3</sup> for the export cables (including fibre optic cables) within the part of the Haisborough, Hammond and Winterton Special Area of Conservation that falls within the Order limits;
- (e) the removal of static fishing equipment; and
- (f) the disposal of drill arisings in connection with any foundation drilling up to a total of 14,137 m<sup>3</sup>.

**Commencement Information**

**I213** Sch. 12 Pt. 3 para. 1 in force at 1.1.2022, see [art. 1](#)

2.—(1) Such activities are authorised in relation to the construction, maintenance and operation of (in the event of scenario 1 and scenario 2 unless otherwise stated below)—

(2) *Work No. 2 (phase 2)* – up to two offshore electrical platforms fixed to the seabed within the area shown on the works plan by one of the following foundation types: jacket (piled or suction caisson) or gravity base.

(3) *Work No. 3A (phase 2)* – a network of subsea cables and fibre optic cables within the area shown on the works plan comprising Work No. 2 and for the transmission of electricity and electronic communications between the offshore electrical platforms including one or more cable crossings.

(4) *Work No. 4A (phase 2)* – up to four subsea export cables and fibre optic cables between Work No. 2 and Work No. 4B consisting of subsea cables and fibre optic cables along routes within the Order limits seaward of MHWS including one or more offshore cable crossings.

(5) *Work No. 4B (phase 2)* – up to four subsea export cables and fibre optic cables between Work No. 4A and Work No. 4C consisting of subsea cables and fibre optic cables along routes within the Order limits between MLWS and MHWS at Happisburgh South, North Norfolk.

(6) In connection with such Work Nos. 2, 3A, 4A and 4B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence.

(7) In connection with such Work Nos. 2, 3A, 4A and 4B, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

**Commencement Information**

**I214** Sch. 12 Pt. 3 para. 2 in force at 1.1.2022, see [art. 1](#)

## PART 4

### Conditions

#### Design parameters

1.—(1) The dimensions of any offshore electrical platform forming part of the authorised scheme (excluding towers, helipads, masts and cranes) must not exceed 100 metres in height when measured from HAT, 120 metres in length and 80 metres in width.

(2) In relation to an offshore electrical platform, each foundation using piles must not have—

- (a) more than 18 driven piles;
- (b) a pile diameter which is more than five metres; or

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- (c) in relation to an offshore electrical platform, foundations with a combined seabed footprint area (excluding scour protection) of greater than 15,000 m<sup>2</sup>.

**Commencement Information**

**I215** Sch. 12 Pt. 4 para. 1 in force at 1.1.2022, see **art. 1**

**2.** The total length of the cables and the area and volume of their cable protection must not exceed the individual distributions set out in Table 2 of the outline scour protection and cable protection plan and must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>3</sup>)</i>	<i>Cable protection (m<sup>2</sup>)</i>
Work No. 3A (Interconnector link)	90 kilometres	17,000 m <sup>3</sup>	34,000 m <sup>2</sup>
Work No. 4A and 4B (export cable)	500 kilometres	69,236m <sup>3</sup>	124,086m <sup>2</sup>

**Commencement Information**

**I216** Sch. 12 Pt. 4 para. 2 in force at 1.1.2022, see **art. 1**

**Commencement Information**

**I215** Sch. 12 Pt. 4 para. 1 in force at 1.1.2022, see **art. 1**

**I216** Sch. 12 Pt. 4 para. 2 in force at 1.1.2022, see **art. 1**

**Phasing of the authorised scheme**

**3.—(1)** Taken together with works authorised and proposed to be constructed pursuant to licence 1 (transmission)—

- (a) the total number of offshore electrical platforms forming part of the authorised scheme must not exceed two;
- (b) the total amount of scour protection for the offshore electrical platforms forming part of the authorised scheme must not exceed 20,000m<sup>2</sup> and 100,000 m<sup>3</sup> and must not exceed the distributed quantities of scour protection set out in Table 1 of the outline scour protection and cable protection plan;
- (c) the total amount of inert material of natural origin disposed within the offshore Order limits as part of the authorised scheme must not exceed 7,275,000m<sup>3</sup>;
- (d) the total amount of disposal for drill arisings in connection with any foundation drilling must not exceed 14,137m<sup>3</sup>;
- (e) the total length of cable and the amount of cable protection must not exceed the figures stated in condition 2 of this licence;
- (f) in the Haisborough, Hammond and Winterton Special Area of Conservation, the total area of cable protection must not exceed 24,000m<sup>2</sup> and the total volume of cable protection must not exceed 13,600m<sup>3</sup>; and

(g) in the Haisborough, Hammond and Winterton Special Area of Conservation, cable protection must not take the form of rock or gravel dumping where it is deployed to protect export cables apart from at cable crossing locations with existing cables and pipelines.

(2) Prior to the commencement of the authorised scheme where the authorised scheme will be constructed in two offshore phases (under licence 1 (transmission) and this licence) the undertaker must give notice to the MMO detailing the total number of offshore electrical platforms to be constructed in this phase under this licence.

(3) In the event of scenario 1, the undertaker may commence either Work No. 3A or Work No. 3B and, for the avoidance of doubt, must not commence both of Work No. 3A and Work No. 3B.

#### **Commencement Information**

**I217** Sch. 12 Pt. 4 para. 3 in force at 1.1.2022, see [art. 1](#)

#### **Notifications and inspections**

4.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 12; and

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 12;

(b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 12 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—



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- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
- (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities;

and confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 2 and the expected vessel routes from the construction ports to the relevant location. A second notice to mariners must be issued advising of the start date of Work Nos. 3A, 4A and 4B and the route of the sub-sea cables and fibre optic cables. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 9(1)(b). Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (ten days prior), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of the authorised scheme seaward of MHWS or any part thereof, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish, and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within five days.

#### Commencement Information

**I218** Sch. 12 Pt. 4 para. 4 in force at 1.1.2022, see [art. 1](#)

#### Aids to navigation

**5.—(1)** The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation as set out in the aids to navigation management plan agreed pursuant to condition 9(1)(k) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 4(11) and condition 4(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

**Commencement Information**

**I219** Sch. 12 Pt. 4 para. 5 in force at 1.1.2022, see [art. 1](#)

**Colouring of structures**

6.—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

**Commencement Information**

**I220** Sch. 12 Pt. 4 para. 6 in force at 1.1.2022, see [art. 1](#)

**Chemicals, drilling and debris**

7.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002<sup>(57)</sup> (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within

<sup>(57)</sup> S.I. 2002/1355.

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disposal site references HU213, HU214, and HU217 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must undertake the survey agreed under condition 9(1)(h)(iii) following the swath-bathymetry survey referred to in condition 15(2)(b). Should any such obstructions resulting from burial of Work No. 4A or 4B (export cables and fibre optic cables) be identified which, in the reasonable opinion of the MMO, may be considered to interfere with fishing, the undertaker must take such steps to remove them as the MMO in its reasonable opinion may require.

(9) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(10) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 9(1)(d)(i).

(11) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

#### Commencement Information

**I221** Sch. 12 para. 7 in force at 1.1.2022, see [art. 1](#)

#### Force majeure

**8.—(1)** If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence, whether within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

#### Commencement Information

**I222** Sch. 12 para. 8 in force at 1.1.2022, see [art. 1](#)

#### Pre-construction plans and documentation

**9.—(1)** The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000 including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows, in accordance with the Development Principles—
- (i) the proposed location and choice of foundation of all offshore electrical platforms;
  - (ii) the height, length and width of all offshore electrical platforms;
  - (iii) the length and arrangement of all cables (including fibre optic cables) comprising Work Nos. 3A, 4A and 4B;
  - (iv) the dimensions of all foundations;
  - (v) the proposed layout of all offshore electrical platforms including any exclusion zones identified under sub-paragraph (1)(h)(iv);
  - (vi) a plan showing the indicative layout of all offshore electrical platforms including all exclusion zones (insofar as not shown in (v) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv); and
  - (vii) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(i);
- to ensure conformity with the description of Works No. 2, 3A, 4A and 4B and compliance with conditions 1 to 3 above.
- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
- (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 12, 13, 14 and 15; and
  - (iv) an indicative written construction programme for all offshore electrical platforms and cables including fibre optic cables comprised in the works at Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—
- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
  - (bb) at least four months prior to construction, detail on construction monitoring; and
  - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
- unless otherwise agreed in writing with the MMO.
- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
- (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);
  - (ii) soft start procedures with specified duration periods;
  - (iii) offshore electrical platform location and installation, including scour protection;

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

- (iv) cable (including fibre optic cable) installation;
  - (v) contractors;
  - (vi) vessels, vessels maintenance and vessel transit corridors; and
  - (vii) associated and ancillary works.
- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;
  - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer; and
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities;
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub-paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) In the event that piled foundations are proposed to be used, at least six months prior to commencement of licensed activities, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.
- (g) A cable specification, installation and monitoring plan, for the installation and protection of cables outside of the Haisborough, Hammond and Winterton Special Area of Conservation, to include—
- (i) technical specification of offshore cables (including fibre optic cable) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cable) laying plan for the Order limits, incorporating a burial risk assessment, encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to chart datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or such similar assessment to ascertain suitable burial depths and cable laying techniques, including cable landfall and cable protection measures;
  - (iii) proposals for monitoring offshore cables including cable (including fibre optic cable) protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables; and

- (iv) appropriate methods such as a trawl or drift net to be deployed along Work No. 4A and 4B (export cables and fibre optic cables), following the survey referred to in condition 15(2)(b) to assess any seabed obstructions resulting from burial of the export cables and fibre optic cables.
- (h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean high water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body (and, if relevant, North Norfolk District Council) to include—
  - (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO (and North Norfolk District Council where the report relates to the intertidal area) that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (i) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 13(2)(a) and in accordance with the offshore in principle monitoring plan.
- (j) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
- (k) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 5 for the lifetime of the authorised scheme.
- (l) In the event that piled foundations are proposed to be used, at least six months prior to commencement of licensed activities, a site integrity plan which accords with the principles set out in the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan, and which the MMO is satisfied would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.

*Changes to legislation: There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)*

(m) At least six months prior to commencement of licensed activities, a cable specification, installation and monitoring plan for the installation and protection of cables within the Haisborough, Hammond and Winterton Special Area of Conservation which accords with the principles set out in the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Cable Specification, Installation and Monitoring Plan such plan to be submitted to the MMO (in consultation with the relevant statutory nature conservation body).

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.

(3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed—

- (a) 5,000kJ in respect of monopile foundations; and
- (b) 2,700kJ in respect of pin piles.

**Commencement Information**

**I223** Sch. 12 para. 9 in force at 1.1.2022, see [art. 1](#)

**10.**—(1) Any archaeological reports produced in accordance with condition 9(1)(h)(iii) must be agreed with the MMO in consultation with the statutory historic body (and, if relevant, North Norfolk District Council).

(2) The design plan required by condition 9(1)(a) must be prepared by the undertaker and determined by the MMO in accordance with the Development Principles.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 9 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 9.

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 9 as soon as practicable and in any event within a period of four months commencing on the date the application is received by the MMO.

(6) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 9, unless otherwise agreed in writing by the MMO.

(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

**Commencement Information**

**I224** Sch. 12 para. 10 in force at 1.1.2022, see [art. 1](#)

**Commencement Information**

**I223** Sch. 12 para. 9 in force at 1.1.2022, see [art. 1](#)

**I224** Sch. 12 para. 10 in force at 1.1.2022, see [art. 1](#)

**Post-construction plans and documents**

**11.** The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MMO, MCA and UKHO.

**Commencement Information**

**I225** Sch. 12 para. 11 in force at 1.1.2022, see [art. 1](#)

**Reporting of engaged agents, contractors and vessels**

**12.—(1)** The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

**Commencement Information**

**I226** Sch. 12 para. 12 in force at 1.1.2022, see [art. 1](#)

**Pre-construction monitoring and surveys**

**13.—(1)** The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to —

- (a) undertake appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works;

- (b) undertake a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works; and
- (c) undertake or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 9(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

#### Commencement Information

I227 Sch. 12 para. 13 in force at 1.1.2022, see [art. 1](#)

### Construction monitoring

14.—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) In the event that driven or part driven pile foundations are proposed to be used, the details submitted in accordance with the offshore in principle monitoring plan must include proposals for monitoring marine mammals.

#### Commencement Information

I228 Sch. 12 para. 14 in force at 1.1.2022, see [art. 1](#)

## Post construction

**15.**—(1) The undertaker must, in discharging condition 9(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to —

- (a) undertake an appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) undertake within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables including fibre optic cables have been buried or protected; and
- (c) undertake or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 9(1)(b).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables, the cable (including fibre optic cables) monitoring plan required under condition 9(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

### Commencement Information

**I229** Sch. 12 para. 15 in force at 1.1.2022, see [art. 1](#)

## Reporting of impact pile driving

**16.**—(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the UK Marine Noise Registry—

- (a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s Forward Look requirements;
- (b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements; and
- (c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s Close Out requirements.

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition—

“Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas; and

“Forward Look” and “Close Out” requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

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**Commencement Information**

**I230** Sch. 12 para. 16 in force at 1.1.2022, see [art. 1](#)

**Reporting of scour and cable protection**

**17.**—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

- (a) Location of the cable protection and scour protection;
- (b) volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

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**Commencement Information**

**I231** Sch. 12 para. 17 in force at 1.1.2022, see [art. 1](#)

**Coordination with Norfolk Vanguard Offshore Wind Farm**

**18.**—(1) Prior to submission of each of the pre-construction plans and documentation required to be submitted under condition 9(1) above the undertaker must provide a copy of the relevant plans and documentation to the undertaker of the offshore element of the Norfolk Vanguard Offshore Wind Farm to enable that undertaker to provide any comments on the plans and documentation.

(2) The undertaker must participate in liaison meetings with the undertaker of the offshore element of the Norfolk Vanguard Offshore Wind Farm as requested from time to time by the MMO in writing in advance, which meeting will be chaired by the MMO and may consider such matters as are determined by the MMO relating to the efficient operation of the offshore element of the authorised project and the offshore element of the Norfolk Vanguard Offshore Wind Farm.

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**Commencement Information**

**I232** Sch. 12 para. 18 in force at 1.1.2022, see [art. 1](#)

## Restriction on cable installation construction works

19. During the months of January to March inclusive, construction activities consisting of cable installation for Work No. 4A and Work No. 4B must only take place with one main cable laying vessel.

### Commencement Information

I233 Sch. 12 para. 19 in force at 1.1.2022, see [art. 1](#)

## SCHEDULE 13

Article 32

Deemed Licence under the 2009 Act –Project Interconnector assets (Scenario 1)

## PART 1

### Interpretation

1.—(1) In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2011 Regulations” means the Marine Licensing (Licence Application Appeals) Regulations 2011<sup>(58)</sup>;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017<sup>(59)</sup>;

“offshore service platform” means a platform to house workers offshore and/or provide refuelling facilities and sheltering facilities for helicopters;

“authorised deposits” means the substances and articles specified in paragraph 5 of Part 2 of this licence;

“authorised scheme” means Work No. 3B described in Part 3 of this licence or any part of that work;

“cable protection” means measures for offshore cable crossings and where cable burial is not possible due to ground conditions or approaching offshore structures, to protect cables and fibre optic cables and prevent loss of seabed sediment by use of grout bags, protective aprons, mattresses, flow energy dissipation (frond) devices or rock and gravel dumping;

“commence” means the first carrying out of any part of the licensed activities save for pre-construction surveys and monitoring and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 4 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

<sup>(58)</sup> S.I. 2011/934.

<sup>(59)</sup> S.I. 2017/1013.

**Changes to legislation:** *There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)*

“Development Principles” means the document certified as the Development Principles by the Secretary of State for the purposes of the Order;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licensed activities” means the activities specified in Part 3 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable, and any component part of any wind turbine generator, offshore electrical substation, offshore service platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” is construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“marker buoy” means any floating device used for marker or navigation purposes, including LIDAR buoys and wave buoys;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“Norfolk Boreas Offshore Wind Farm” means the offshore wind farm authorised pursuant to the Order

“Norfolk Vanguard Offshore Wind Farm” means the offshore wind farm for which Norfolk Vanguard Limited has sought a development consent order pursuant to an application submitted to the Secretary of State on 26th June 2018;

“notice to mariners” means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

“offshore cables” means any cables offshore;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;

“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;

“offshore service platform” means a platform to house workers offshore and/or provide refuelling facilities and sheltering facilities for helicopters;

“the Order” means the Norfolk Boreas Offshore Wind Farm Order 2021;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order;

“relevant site” means a European offshore marine site or a European site as defined in the 2017 Regulations;

“scenario 1” means the scenario in which the Norfolk Vanguard Offshore Wind Farm proceeds to construction and carries out enabling works, including the laying of onshore cable ducts, to benefit the Norfolk Boreas Offshore Wind Farm;

“scour protection” means measures to prevent loss of seabed sediment around any marine structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement.

“single offshore phase” means carrying out all offshore works as a single construction operation;

“statutory historic body” means Historic Buildings and Monuments Commission for England (Historic England) or its successor in function;

“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Norfolk Boreas Limited (Company No. 03722058) whose registered office is at 5th Floor, 70 St Mary Axe, London EC3A 8BE;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“work No. 3A” means a network of subsea cables and fibre optic cables within the area shown on the works plan comprising Work No. 2 and for the transmission of electricity and electronic communications between the offshore electrical platforms including one or more cable crossings, licensed under schedule 11 and schedule 12 of this Order;

“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.

**Commencement Information**

**I234** Sch. 13 Pt. 1 para. 1 in force at 1.1.2022, see [art. 1](#)

2. A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

**Commencement Information**

**I235** Sch. 13 Pt. 1 para. 2 in force at 1.1.2022, see [art. 1](#)

3. Unless otherwise indicated—

(a) all times are taken to be Greenwich Mean Time (GMT); and

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

**Commencement Information**

**I236** Sch. 13 Pt. 1 para. 3 in force at 1.1.2022, see [art. 1](#)

4. Except where otherwise notified in writing by the relevant organisation, the primary points of contact with the organisations listed below and the addresses for returns and correspondence are—

- (a) Marine Management Organisation
  - Marine Licensing
  - Lancaster House
  - Hampshire Court
  - Newcastle Business Park
  - Newcastle upon Tyne
  - NE4 7YH
  - Tel: 0300 123 1032;
- (b) Marine Management Organisation (local office)
  - Lowestoft Office
  - Pakefield Road
  - Lowestoft
  - Suffolk
  - NR33 0HT
  - Tel: 01502 573 149;
- (c) Trinity House
  - Tower Hill
  - London
  - EC3N 4DH
  - Tel: 020 7481 6900;
- (d) The United Kingdom Hydrographic Office
  - Admiralty Way
  - Taunton
  - Somerset
  - TA1 2DN
  - Tel: 01823 337 900;
- (e) Maritime and Coastguard Agency
  - Navigation Safety Branch
  - Bay 2/20, Spring Place
  - 105 Commercial Road
  - Southampton
  - SO15 1EG

Tel: 020 3817 2426;

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244;

(g) Natural England

Area 1C, Nobel House

17 Smith Square

London

SW1P 2AL

Tel: 0300 060 4911;

(h) Historic England

Cannon Bridge House

25 Dowgate Hill

London

EC4R 2YA

Tel: 020 7973 3700

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**Commencement Information**

**I237** Sch. 13 Pt. 1 para. 4 in force at 1.1.2022, see [art. 1](#)

## PART 2

### Licensed Marine Activities – General

1. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes), and the completion of such programme has been confirmed by the Secretary of State in writing.

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**Commencement Information**

**I238** Sch. 13 Pt. 2 para. 1 in force at 1.1.2022, see [art. 1](#)

2. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

**Commencement Information**

**I239** Sch. 13 Pt. 2 para. 2 in force at 1.1.2022, see [art. 1](#)

3. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

**Commencement Information**

**I240** Sch. 13 Pt. 2 para. 3 in force at 1.1.2022, see [art. 1](#)

4. Any amendments to or variations from the approved plans, protocols or statements must be minor or immaterial and it must be demonstrated to the satisfaction of the MMO that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

**Commencement Information**

**I241** Sch. 13 Pt. 2 para. 4 in force at 1.1.2022, see [art. 1](#)

5. The substances or articles authorised for deposit at sea are—
- (a) iron and steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works; and
  - (g) marine coatings, other chemicals and timber.

**Commencement Information**

**I242** Sch. 13 Pt. 2 para. 5 in force at 1.1.2022, see [art. 1](#)

6. The grid coordinates for the authorised scheme are specified below—

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 28.789" N	14' 3° 3' 31.257" E	147	52° 29.821" N	53' 2° 44' 35.547" E
2	52° 14.962" N	56' 3° 8' 41.012" E	148	52° 31.210" N	53' 2° 44' 36.888" E
3	52° 27.033" N	54' 2° 58' 15.457" E	149	52° 32.585" N	53' 2° 44' 38.265" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
4	52° 11.424" N	54' 2° 58' 22.820" E	150	52° 33.947" N	53' 2° 44' 39.679" E
5	52° 56.239" N	53' 2° 58' 29.982" E	151	52° 35.295" N	53' 2° 44' 41.128" E
6	52° 50.103" N	49' 2° 56' 54.167" E	152	52° 36.630" N	53' 2° 44' 42.613" E
7	52° 48' 9.945" N	2° 51' 14.086" E	153	52° 37.949" N	53' 2° 44' 44.133" E
8	52° 34.455" N	47' 2° 46' 27.112" E	154	52° 39.254" N	53' 2° 44' 45.687" E
9	52° 27.871" N	47' 2° 45' 34.063" E	155	52° 40.543" N	53' 2° 44' 47.276" E
10	52° 16.559" N	47' 2° 44' 3.046" E	156	52° 41.818" N	53' 2° 44' 48.898" E
11	52° 15.589" N	47' 2° 43' 55.247" E	157	52° 43.076" N	53' 2° 44' 50.554" E
12	52° 15.589" N	47' 2° 43' 55.243" E	158	52° 44.318" N	53' 2° 44' 52.243" E
13	52° 14.341" N	47' 2° 43' 45.216" E	159	52° 45.543" N	53' 2° 44' 53.965" E
14	52° 13.615" N	47' 2° 43' 39.381" E	160	52° 46.752" N	53' 2° 44' 55.719" E
15	52° 46' 3.346" N	2° 34' 18.016" E	161	52° 47.944" N	53' 2° 44' 57.504" E
16	52° 47' 9.359" N	2° 34' 17.247" E	162	52° 49.118" N	53' 2° 44' 59.321" E
17	52° 25.496" N	47' 2° 34' 17.365" E	163	52° 50.275" N	53' 2° 45' 1.169" E
18	52° 38.834" N	49' 2° 34' 15.809" E	164	52° 51.414" N	53' 2° 45' 3.046" E
19	52° 47.472" N	48' 2° 33' 28.343" E	165	52° 52.534" N	53' 2° 45' 4.954" E
20	52° 48' 3.133" N	2° 26' 37.427" E	166	52° 53.636" N	53' 2° 45' 6.891" E
21	52° 50' 8.137" N	2° 24' 33.205" E	167	52° 54.719" N	53' 2° 45' 8.857" E
22	52° 50' 8.399" N	2° 24' 32.945" E	168	52° 55.783" N	53' 2° 45' 10.851" E
23	52° 50' 8.619" N	2° 24' 32.726" E	169	52° 56.827" N	53' 2° 45' 12.874" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
24	52° 50' 9.644" N	2° 24' 31.706" E	170	52° 57.852" N	53' 2° 45' 14.923" E
25	52° 19.691" N	50' 2° 24' 21.712" E	171	52° 58.857" N	53' 2° 45' 16.999" E
26	52° 19.704" N	50' 2° 24' 21.712" E	172	52° 59.841" N	53' 2° 45' 19.102" E
27	52° 19.798" N	50' 2° 24' 21.712" E	173	52° 54' 0.806" N	2° 45' 21.230" E
28	52° 42.801" N	53' 2° 24' 21.744" E	174	52° 54' 1.749" N	2° 45' 23.384" E
29	52° 42.811" N	53' 2° 24' 21.744" E	175	52° 54' 2.672" N	2° 45' 25.562" E
30	52° 35.314" N	54' 2° 34' 15.972" E	176	52° 54' 3.573" N	2° 45' 27.765" E
31	52° 51' 3.549" N	2° 34' 15.852" E	177	52° 54' 4.453" N	2° 45' 29.990" E
32	52° 51' 3.549" N	2° 34' 15.864" E	178	52° 54' 5.312" N	2° 45' 32.239" E
33	52° 51' 3.486" N	2° 34' 19.188" E	179	52° 54' 6.144" N	2° 45' 34.497" E
34	52° 51' 3.295" N	2° 34' 22.530" E	180	53° 3' 46.017" N	2° 45' 35.676" E
35	52° 51' 2.978" N	2° 34' 25.846" E	181	53° 8' 27.770" N	2° 48' 38.429" E
36	52° 51' 2.535" N	2° 34' 29.122" E	182	53° 52.532" N	13' 3° 2' 3.556" E
37	52° 51' 1.968" N	2° 34' 32.346" E	183	53° 53.967" N	13' 3° 2' 7.131" E
38	52° 51' 1.280" N	2° 34' 35.504" E	184	53° 59.710" N	13' 3° 2' 21.440" E
39	52° 51' 0.473" N	2° 34' 38.585" E	185	53° 14' 8.462" N	3° 2' 43.249" E
40	52° 59.551" N	50' 2° 34' 41.577" E	186	53° 21.060" N	14' 3° 3' 12.673" E
41	52° 58.516" N	50' 2° 34' 44.466" E	187	53° 30.403" N	10' 2° 59' 5.331" E
42	52° 57.374" N	50' 2° 34' 47.243" E	188	53° 30.387" N	10' 2° 59' 6.176" E
43	52° 56.129" N	50' 2° 34' 49.896" E	189	53° 30.403" N	10' 2° 59' 7.022" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
44	52° 54.785" N	50' 2° 34' 52.414" E	190	53° 30.451" N	10' 2° 59' 7.863" E
45	52° 53.348" N	50' 2° 34' 54.788" E	191	53° 30.531" N	10' 2° 59' 8.699" E
46	52° 51.823" N	50' 2° 34' 57.008" E	192	53° 30.641" N	10' 2° 59' 9.524" E
47	52° 50.218" N	50' 2° 34' 59.065" E	193	53° 30.783" N	10' 2° 59' 10.336" E
48	52° 48.537" N	50' 2° 35' 0.952" E	194	53° 30.955" N	10' 2° 59' 11.131" E
49	52° 46.788" N	50' 2° 35' 2.661" E	195	53° 31.157" N	10' 2° 59' 11.907" E
50	52° 44.977" N	50' 2° 35' 4.185" E	196	53° 31.388" N	10' 2° 59' 12.661" E
51	52° 43.112" N	50' 2° 35' 5.518" E	197	53° 31.646" N	10' 2° 59' 13.389" E
52	52° 41.200" N	50' 2° 35' 6.655" E	198	53° 31.932" N	10' 2° 59' 14.088" E
53	52° 39.248" N	50' 2° 35' 7.591" E	199	53° 32.243" N	10' 2° 59' 14.756" E
54	52° 37.265" N	50' 2° 35' 8.323" E	200	53° 32.579" N	10' 2° 59' 15.390" E
55	52° 32.920" N	50' 2° 35' 9.346" E	201	53° 32.938" N	10' 2° 59' 15.988" E
56	52° 50' 2.151" N	2° 35' 9.316" E	202	53° 33.319" N	10' 2° 59' 16.548" E
57	52° 58.941" N	49' 2° 35' 9.346" E	203	53° 33.721" N	10' 2° 59' 17.066" E
58	52° 49' 6.921" N	2° 35' 9.840" E	204	53° 34.141" N	10' 2° 59' 17.541" E
59	52° 50.491" N	48' 2° 35' 9.996" E	205	53° 34.578" N	10' 2° 59' 17.972" E
60	52° 34.062" N	48' 2° 35' 10.152" E	206	53° 35.031" N	10' 2° 59' 18.356" E
61	52° 39.858" N	47' 2° 35' 10.667" E	207	53° 35.497" N	10' 2° 59' 18.692" E
62	52° 38.680" N	47' 2° 35' 10.728" E	208	53° 35.975" N	10' 2° 59' 18.978" E
63	52° 37.466" N	47' 2° 35' 10.917" E	209	53° 36.463" N	10' 2° 59' 19.214" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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64	52° 36.261" N	47' 2° 35' 11.231" E	210	53° 36.959" N	10' 2° 59' 19.398" E
65	52° 35.071" N	47' 2° 35' 11.670" E	211	53° 37.461" N	10' 2° 59' 19.531" E
66	52° 33.900" N	47' 2° 35' 12.231" E	212	53° 37.966" N	10' 2° 59' 19.610" E
67	52° 32.753" N	47' 2° 35' 12.912" E	213	53° 38.474" N	10' 2° 59' 19.637" E
68	52° 31.634" N	47' 2° 35' 13.711" E	214	53° 38.982" N	10' 2° 59' 19.610" E
69	52° 30.547" N	47' 2° 35' 14.624" E	215	53° 39.488" N	10' 2° 59' 19.531" E
70	52° 29.498" N	47' 2° 35' 15.647" E	216	53° 39.990" N	10' 2° 59' 19.399" E
71	52° 28.489" N	47' 2° 35' 16.778" E	217	53° 40.485" N	10' 2° 59' 19.214" E
72	52° 27.525" N	47' 2° 35' 18.010" E	218	53° 40.973" N	10' 2° 59' 18.978" E
73	52° 26.611" N	47' 2° 35' 19.340" E	219	53° 41.451" N	10' 2° 59' 18.692" E
74	52° 25.748" N	47' 2° 35' 20.762" E	220	53° 41.918" N	10' 2° 59' 18.356" E
75	52° 24.942" N	47' 2° 35' 22.271" E	221	53° 42.370" N	10' 2° 59' 17.972" E
76	52° 24.194" N	47' 2° 35' 23.860" E	222	53° 42.807" N	10' 2° 59' 17.542" E
77	52° 23.509" N	47' 2° 35' 25.523" E	223	53° 43.228" N	10' 2° 59' 17.067" E
78	52° 22.888" N	47' 2° 35' 27.254" E	224	53° 43.629" N	10' 2° 59' 16.548" E
79	52° 22.334" N	47' 2° 35' 29.046" E	225	53° 44.010" N	10' 2° 59' 15.989" E
80	52° 21.849" N	47' 2° 35' 30.892" E	226	53° 44.369" N	10' 2° 59' 15.391" E
81	52° 21.436" N	47' 2° 35' 32.784" E	227	53° 44.705" N	10' 2° 59' 14.757" E
82	52° 21.096" N	47' 2° 35' 34.716" E	228	53° 45.017" N	10' 2° 59' 14.089" E
83	52° 20.829" N	47' 2° 35' 36.679" E	229	53° 45.302" N	10' 2° 59' 13.389" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

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84	52° 20.638" N	47' 2° 35' 38.665" E	230	53° 45.561" N	10' 2° 59' 12.661" E
85	52° 20.523" N	47' 2° 35' 40.667" E	231	53° 45.792" N	10' 2° 59' 11.908" E
86	52° 20.485" N	47' 2° 35' 42.678" E	232	53° 45.993" N	10' 2° 59' 11.132" E
87	52° 20.523" N	47' 2° 35' 44.688" E	233	53° 46.166" N	10' 2° 59' 10.336" E
88	52° 20.637" N	47' 2° 35' 46.691" E	234	53° 46.307" N	10' 2° 59' 9.524" E
89	52° 20.744" N	47' 2° 35' 47.803" E	235	53° 46.418" N	10' 2° 59' 8.699" E
90	52° 20.744" N	47' 2° 35' 47.804" E	236	53° 46.498" N	10' 2° 59' 7.864" E
91	52° 21.786" N	47' 2° 35' 56.101" E	237	53° 46.545" N	10' 2° 59' 7.022" E
92	52° 16.490" N	48' 2° 43' 13.626" E	238	53° 46.561" N	10' 2° 59' 6.176" E
93	52° 20.763" N	48' 2° 43' 47.964" E	239	53° 46.545" N	10' 2° 59' 5.331" E
94	52° 21.026" N	48' 2° 43' 49.928" E	240	53° 46.498" N	10' 2° 59' 4.489" E
95	52° 21.364" N	48' 2° 43' 51.862" E	241	53° 46.418" N	10' 2° 59' 3.654" E
96	52° 21.774" N	48' 2° 43' 53.756" E	242	53° 46.307" N	10' 2° 59' 2.829" E
97	52° 22.256" N	48' 2° 43' 55.605" E	243	53° 46.166" N	10' 2° 59' 2.017" E
98	52° 22.808" N	48' 2° 43' 57.400" E	244	53° 45.993" N	10' 2° 59' 1.221" E
99	52° 23.426" N	48' 2° 43' 59.134" E	245	53° 45.792" N	10' 2° 59' 0.445" E
100	52° 24.109" N	48' 2° 44' 0.801" E	246	53° 45.561" N	10' 2° 58' 59.691" E
101	52° 24.854" N	48' 2° 44' 2.393" E	247	53° 45.302" N	10' 2° 58' 58.964" E
102	52° 25.659" N	48' 2° 44' 3.905" E	248	53° 45.017" N	10' 2° 58' 58.264" E
103	52° 26.519" N	48' 2° 44' 5.331" E	249	53° 44.705" N	10' 2° 58' 57.596" E

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
104	52° 27.432" N	48' 2° 44' 6.665" E	250	53° 44.369" N	10' 2° 58' 56.962" E
105	52° 28.394" N	48' 2° 44' 7.902" E	251	53° 44.010" N	10' 2° 58' 56.364" E
106	52° 29.401" N	48' 2° 44' 9.037" E	252	53° 43.629" N	10' 2° 58' 55.804" E
107	52° 30.449" N	48' 2° 44' 10.065" E	253	53° 43.228" N	10' 2° 58' 55.286" E
108	52° 31.534" N	48' 2° 44' 10.983" E	254	53° 42.807" N	10' 2° 58' 54.811" E
109	52° 32.652" N	48' 2° 44' 11.786" E	255	53° 42.370" N	10' 2° 58' 54.380" E
110	52° 33.799" N	48' 2° 44' 12.472" E	256	53° 41.918" N	10' 2° 58' 53.997" E
111	52° 34.969" N	48' 2° 44' 13.037" E	257	53° 41.451" N	10' 2° 58' 53.661" E
112	52° 36.158" N	48' 2° 44' 13.481" E	258	53° 40.973" N	10' 2° 58' 53.374" E
113	52° 37.362" N	48' 2° 44' 13.800" E	259	53° 40.485" N	10' 2° 58' 53.139" E
114	52° 38.576" N	48' 2° 44' 13.994" E	260	53° 39.990" N	10' 2° 58' 52.954" E
115	52° 39.226" N	48' 2° 44' 14.030" E	261	53° 39.488" N	10' 2° 58' 52.822" E
116	52° 39.637" N	48' 2° 44' 14.030" E	262	53° 38.982" N	10' 2° 58' 52.742" E
117	52° 27.631" N	51' 2° 44' 14.043" E	263	53° 38.474" N	10' 2° 58' 52.716" E
118	52° 45.444" N	52' 2° 44' 14.140" E	264	53° 37.966" N	10' 2° 58' 52.742" E
119	52° 48.722" N	52' 2° 44' 14.144" E	265	53° 37.461" N	10' 2° 58' 52.822" E
120	52° 48.725" N	52' 2° 44' 14.157" E	266	53° 36.959" N	10' 2° 58' 52.954" E
121	52° 50.325" N	52' 2° 44' 14.415" E	267	53° 36.463" N	10' 2° 58' 53.139" E
122	52° 51.923" N	52' 2° 44' 14.716" E	268	53° 35.975" N	10' 2° 58' 53.375" E
123	52° 53.518" N	52' 2° 44' 15.059" E	269	53° 35.497" N	10' 2° 58' 53.661" E

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124	52° 55.109" N	52' 2° 44' 15.444" E	270	53° 35.031" N	10' 2° 58' 53.997" E
125	52° 56.696" N	52' 2° 44' 15.871" E	271	53° 34.578" N	10' 2° 58' 54.381" E
126	52° 58.279" N	52' 2° 44' 16.340" E	272	53° 34.141" N	10' 2° 58' 54.812" E
127	52° 59.857" N	52' 2° 44' 16.851" E	273	53° 33.721" N	10' 2° 58' 55.287" E
128	52° 53' 1.430" N	2° 44' 17.403" E	274	53° 33.319" N	10' 2° 58' 55.805" E
129	52° 53' 2.998" N	2° 44' 17.996" E	275	53° 32.938" N	10' 2° 58' 56.364" E
130	52° 53' 4.559" N	2° 44' 18.631" E	276	53° 32.579" N	10' 2° 58' 56.962" E
131	52° 53' 6.115" N	2° 44' 19.307" E	277	53° 32.243" N	10' 2° 58' 57.597" E
132	52° 53' 7.663" N	2° 44' 20.024" E	278	53° 31.932" N	10' 2° 58' 58.265" E
133	52° 53' 9.205" N	2° 44' 20.782" E	279	53° 31.646" N	10' 2° 58' 58.964" E
134	52° 10.739" N	53' 2° 44' 21.580" E	280	53° 31.388" N	10' 2° 58' 59.692" E
135	52° 12.265" N	53' 2° 44' 22.419" E	281	53° 31.157" N	10' 2° 59' 0.445" E
136	52° 13.782" N	53' 2° 44' 23.298" E	282	53° 30.955" N	10' 2° 59' 1.221" E
137	52° 15.291" N	53' 2° 44' 24.217" E	283	53° 30.783" N	10' 2° 59' 2.017" E
138	52° 16.791" N	53' 2° 44' 25.175" E	284	53° 30.641" N	10' 2° 59' 2.829" E
139	52° 18.282" N	53' 2° 44' 26.173" E	285	53° 30.531" N	10' 2° 59' 3.654" E
140	52° 19.763" N	53' 2° 44' 27.211" E	286	53° 30.451" N	10' 2° 59' 4.489" E
141	52° 21.233" N	53' 2° 44' 28.287" E	287	52° 23.652" N	52' 2° 46' 27.791" E
142	52° 22.693" N	53' 2° 44' 29.402" E	288	52° 50.970" N	51' 2° 46' 27.714" E
143	52° 24.142" N	53' 2° 44' 30.555" E	289	52° 49.498" N	52' 2° 52' 4.152" E



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>	<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
144	52° 25.580" N	53' 2° 44' 31.747" E	290	52° 53' 4.385" N	2° 51' 57.093" E
145	52° 27.005" N	53' 2° 44' 32.976" E	291	52° 19.948" N	53' 2° 51' 49.713" E
146	52° 28.419" N	53' 2° 44' 34.243" E			

#### Commencement Information

**I243** Sch. 13 Pt. 2 para. 6 in force at 1.1.2022, see [art. 1](#)

## PART 3

### Details of Licensed Marine Activities

1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 5 of Part 2 of this licence;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation; and
- (d) the disposal of up to a total of 7,200,000 m<sup>3</sup> of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references HU214, HU215, HU216, and HU217 within the extent of the Order limits seaward of MHWS.

#### Commencement Information

**I244** Sch. 13 Pt. 3 para. 1 in force at 1.1.2022, see [art. 1](#)

2.—(1) Subject to condition 1, such activities are authorised in relation to the construction, maintenance and operation of—

(2) *Work No. 3B* – in the event of scenario 1, up to 3 project interconnector cables to connect Work No. 2 with the Norfolk Vanguard Offshore Wind Farm;

(3) In connection with such *Work No. 3B* and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence.

(4) In connection with such *Work No. 3B*, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and
- (b) beacons, fenders and other navigational warning or ship impact protection works.

**Commencement Information**

**I245** Sch. 13 Pt. 3 para. 2 in force at 1.1.2022, see [art. 1](#)

**PART 4**  
Conditions

**Effect of this licence**

1.—(1) This licence takes effect in the event of scenario 1 only.

(2) The undertaker may only commence either *Work No. 3B* or *Work No. 3A* and, for the avoidance of doubt, must not commence both of *Work No. 3B* and *Work No. 3A*.

**Commencement Information**

**I246** Sch. 13 Pt. 4 para. 1 in force at 1.1.2022, see [art. 1](#)

**Design parameters**

2. The total length of cables and volume of cable protection must not exceed the individual distributions set out in Table 2 of the outline scour protection and cable protection plan and must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection (m<sup>3</sup>)</i>	<i>Cable protection (m<sup>2</sup>)</i>
Work No. 3B (Project interconnection)	180 kilometres	41,000 m <sup>3</sup>	74,000 m <sup>2</sup>

**Commencement Information**

**I247** Sch. 13 Pt. 4 para. 2 in force at 1.1.2022, see [art. 1](#)

**Notifications and inspections**

3.—(1) The undertaker must ensure that—

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
  - (i) all agents and contractors notified to the MMO in accordance with condition 10; and

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

- (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 10;
  - (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 10 are permitted to carry out the licensed activities.
- (3) Copies of this licence must also be available for inspection at the following locations—
- (a) the undertaker’s registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.
- (7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—
- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
  - (b) as soon as reasonably practicable and no later than 24 hours of completion of construction of all offshore activities;
- and confirmation of notification must be provided to the MMO within five days.
- (8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 3B and the expected vessel routes from the construction ports to the relevant location and the route of the sub-sea cables and fibre optic cables. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.
- (9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 7(1)(b). Copies of all notices must be provided to the MMO, MCA and UKHO within five days.
- (10) The undertaker must notify the UK Hydrographic Office both of the commencement (ten days prior), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.
- (11) In case of damage to, or destruction or decay of, the authorised scheme seaward of MHWS or any part thereof, the undertaker must as reasonably practicable and no later than 24 hours following

the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish, and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within five days.

**Commencement Information**

**I248** Sch. 13 Pt. 4 para. 3 in force at 1.1.2022, see [art. 1](#)

**Aids to navigation**

4.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(4) In the event that the provisions of condition 3(11) and condition 3(12) are invoked, the undertaker must lay down such marker buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

**Commencement Information**

**I249** Sch. 13 Pt. 4 para. 4 in force at 1.1.2022, see [art. 1](#)

**Chemicals, drilling and debris**

5.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002(**60**) (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

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(60) [S.I. 2002/1355](#).

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site references HU214, HU215, HU216, and HU217 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 7(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

#### Commencement Information

**I250** Sch. 13 Pt. 4 para. 5 in force at 1.1.2022, see [art. 1](#)

#### Force majeure

**6.—(1)** If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to make a deposit which is not authorised under this licence, whether within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

#### Commencement Information

**I251** Sch. 13 Pt. 4 para. 6 in force at 1.1.2022, see [art. 1](#)

## Pre-construction plans and documentation

7.—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000 including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO in consultation with Trinity House and the MCA which shows—
  - (i) the length and arrangement of all cables comprising Work No. 3B;
  - (ii) a plan showing the indicative programming of particular works as set out in the indicative programme to be provided under sub-paragraph (1)(b)(iv); and;
  - (iii) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph (1)(h); the dimensions of all foundations;

to ensure conformity with the description of Works No. 3B and compliance with condition 2 above.

- (b) A construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) to include details of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with sub-paragraph (1)(h) and conditions 11, 12 and 13; and
  - (iv) an indicative written construction programme for all offshore electrical platforms and cables including fibre optic cables comprised in the works at Part 3 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);

with details pursuant to paragraph (iii) above to be submitted to the MMO in accordance with the following—

- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
- (bb) at least four months prior to construction, detail on construction monitoring; and
- (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;

unless otherwise agreed in writing with the MMO.

- (c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
  - (i) cable (including fibre optic cable) installation;
  - (ii) contractors;
  - (iii) vessels, vessels maintenance; and
  - (iv) associated and ancillary works.
- (d) A project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
  - (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

- (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer; and
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 3 and to address the interaction of the licensed activities with fishing activities;
- (e) A scour protection and cable protection plan (in accordance with the outline scour protection and cable protection plan) providing details of the need, type, sources, quantity, distribution and installation methods for scour protection and cable (including fibre optic cable) protection. For the avoidance of doubt “distribution” in this sub-paragraph must include quantities in respect of each structure comprised in the offshore works and intended to be subject to scour protection.
- (f) A cable specification, installation and monitoring plan, to include—
- (i) technical specification of offshore cables (including fibre optic cable) below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable (including fibre optic cable) laying plan for the Order limits, incorporating a burial risk assessment, encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to chart datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or such similar assessment to ascertain suitable burial depths and cable laying techniques;
  - (iii) proposals for monitoring offshore cables including cable (including fibre optic cable) protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cables; and
  - (iv) appropriate methods such as a trawl or drift net to be deployed along Work No. 3B (project interconnector cables), following the survey referred to in condition 13(2)(b) to assess any seabed obstructions resulting from burial of the project interconnector cables.
- (g) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean high water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—
- (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;

- (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.
- (h) A mitigation scheme for any habitats of principal importance identified by the survey referred to in condition 11(2)(a) and in accordance with the offshore in principle monitoring plan.
- (i) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
- (j) An aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 4 for the lifetime of the authorised scheme.
- (2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation which is itself in accordance with the details set out in the outline offshore written scheme of investigation (offshore), and which has been submitted to and approved by the MMO.

**Commencement Information**

**I252** Sch. 13 para. 7 in force at 1.1.2022, see [art. 1](#)

**8.—(1)** Any archaeological reports produced in accordance with condition 7(1)(g)(iii) must be agreed with the MMO in consultation with the statutory historic body.

(2) The design plan required by condition 7(1)(a) must be prepared by the undertaker and determined by the MMO.

(3) Each programme, statement, plan, protocol or scheme required to be approved under condition 7 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 7.

(5) Unless otherwise agreed in writing with the undertaker, the MMO must use reasonable endeavours to determine an application for approval made under condition 7 as soon as practicable and in any event within a period of four months commencing on the date the application is received by the MMO.



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(6) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 7, unless otherwise agreed in writing by the MMO.

(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

**Commencement Information**

**I253** Sch. 13 para. 8 in force at 1.1.2022, see [art. 1](#)

**Commencement Information**

**I252** Sch. 13 para. 7 in force at 1.1.2022, see [art. 1](#)

**I253** Sch. 13 para. 8 in force at 1.1.2022, see [art. 1](#)

**Post-construction plans and documents**

**9.** The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MMO, MCA and UKHO.

**Commencement Information**

**I254** Sch. 13 para. 9 in force at 1.1.2022, see [art. 1](#)

**Reporting of engaged agents, contractors and vessels**

**10.—(1)** The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

**Commencement Information**

**I255** Sch. 13 para. 10 in force at 1.1.2022, see [art. 1](#)

**Pre-construction monitoring and surveys**

**11.—(1)** The undertaker must, in discharging condition 7(1)(b), submit details (which accord with the offshore in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
  - (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.
- (2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—
- (a) appropriate surveys to determine the location and extent of any benthic communities/ benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works; and
  - (b) a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works.
- (3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

.....  
**Commencement Information**

**I256** Sch. 13 para. 11 in force at 1.1.2022, see [art. 1](#)

**Construction monitoring**

**12.**—(1) The undertaker must, in discharging condition 7(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey’s objectives.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

.....  
**Commencement Information**

**I257** Sch. 13 para. 12 in force at 1.1.2022, see [art. 1](#)

**Post construction**

**13.**—(1) The undertaker must, in discharging condition 7(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey’s objectives and explain how it will assist in either informing a

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useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake —

- (a) An appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey.
- (b) within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables including fibre optic cables have been buried or protected.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables, the cable (including fibre optic cables) monitoring plan required under condition 7(1)(f)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

#### Commencement Information

**I258** Sch. 13 para. 13 in force at 1.1.2022, see [art. 1](#)

#### Reporting of cable protection

**14.—**(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection used for the authorised scheme.

(2) The report must include the following information—

- (a) location of the cable protection;
- (b) volume of cable protection; and
- (c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

#### Commencement Information

**I259** Sch. 13 para. 14 in force at 1.1.2022, see [art. 1](#)

#### Coordination with Norfolk Vanguard Offshore Wind Farm

**15.—**(1) Prior to submission of each of the pre-construction plans and documentation required to be submitted under condition 7(1) above the undertaker must provide a copy of the relevant plans and documentation to the undertaker of the offshore element of the Norfolk Vanguard Offshore Wind Farm to enable that undertaker to provide any comments on the plans and documentation.

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(2) The undertaker must participate in liaison meetings with the undertaker of the offshore element of the Norfolk Vanguard Offshore Wind Farm as requested from time to time by the MMO in writing in advance, which meeting will be chaired by the MMO and may consider such matters as are determined by the MMO relating to the efficient operation of the offshore element of the authorised project and the offshore element of the Norfolk Vanguard Offshore Wind Farm.

**Commencement Information**

**I260** Sch. 13 para. 15 in force at 1.1.2022, see [art. 1](#)

SCHEDULE 14

Article 35

Hedgerows

PART 1

Scenario 1 - Removal of Important Hedgerows

**Commencement Information**

**I261** Sch. 14 Pt. 1 in force at 1.1.2022, see [art. 1](#)

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Reference of hedgerow</i>
District of Breckland	The important hedgerow marked 288 on the important hedgerows plan
District of Breckland	The important hedgerow marked 292 on the important hedgerows plan
District of Breckland	The important hedgerow marked 300 on the important hedgerows plan
District of Breckland	The important hedgerow marked 305 on the important hedgerows plan

PART 2

Scenario 1 - Removal of Hedgerows

**Commencement Information**

**I262** Sch. 14 Pt. 2 in force at 1.1.2022, see [art. 1](#)

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Reference of hedgerow</i>
District of Breckland	The hedgerow marked 289 on the important hedgerows plan
District of Breckland	The hedgerow marked 290 on the important hedgerows plan
District of Breckland	The hedgerow marked 298 on the important hedgerows plan
District of Breckland	The hedgerow marked 302 on the important hedgerows plan
District of Breckland	The hedgerow marked 304 on the important hedgerows plan
District of Breckland	The hedgerow marked 306 on the important hedgerows plan

### PART 3

#### Scenario 2 - Removal of Important Hedgerows

**Commencement Information**

**I263** Sch. 14 Pt. 3 in force at 1.1.2022, see [art. 1](#)

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Reference of hedgerow</i>
District of North Norfolk	The Important hedgerow marked 2 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 4 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 6 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 8 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 16 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 23 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 24 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 26 on the important hedgerows plan

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Reference of hedgerow</i>
District of North Norfolk	The Important hedgerow marked 28 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 29 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 30 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 31 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 32 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 33 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 34 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 36 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 38 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 39 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 41 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 42 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 43 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 44 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 49 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 50 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 52 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 64 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 65 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Reference of hedgerow</i>
District of North Norfolk	The Important hedgerow marked 66 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 67 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 68 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 69 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 73 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 74 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 75 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 76 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 77 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 78 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 79 on the important hedgerows plan
District of North Norfolk	The Important hedgerow marked 81 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 83 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 84 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 85 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 86 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 87 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 88 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 89 on the important hedgerows plan

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Reference of hedgerow</i>
District of Broadland	The Important hedgerow marked 90 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 91 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 92 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 93 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 94 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 95 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 96 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 112 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 113 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 114 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 117 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 137 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 138 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 148 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 154 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 155 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 156 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 157 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 159 on the important hedgerows plan



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(1)	(2)
<i>Area</i>	<i>Reference of hedgerow</i>
District of Broadland	The Important hedgerow marked 160 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 161 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 162 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 168 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 169 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 173 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 174 on the important hedgerows plan
District of Broadland	The Important hedgerow marked 175 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 176 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 180 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 181 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 193 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 194 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 195 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 196 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 197 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 198 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 199 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 200 on the important hedgerows plan

(1)	(2)
<i>Area</i>	<i>Reference of hedgerow</i>
District of Breckland	The Important hedgerow marked 201 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 202 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 203 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 204 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 223 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 224 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 234 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 235 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 236 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 237 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 239 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 240 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 241 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 242 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 243 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 250 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 251 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 252 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 253 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(1)	(2)
<i>Area</i>	<i>Reference of hedgerow</i>
District of Breckland	The Important hedgerow marked 254 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 255 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 256 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 257 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 258 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 260 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 261 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 262 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 267 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 268 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 269 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 270 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 271 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 272 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 273 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 274 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 275 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 276 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 277 on the important hedgerows plan

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Reference of hedgerow</i>
District of Breckland	The Important hedgerow marked 279 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 280 on the important hedgerows plan
District of Breckland	The Important hedgerow marked 281 on the important hedgerows plan
District of Breckland	The important hedgerow marked 288 on the important hedgerows plan
District of Breckland	The important hedgerow marked 291 on the important hedgerows plan
District of Breckland	The important hedgerow marked 292 on the important hedgerows plan
District of Breckland	The important hedgerow marked 293 on the important hedgerows plan
District of Breckland	The important hedgerow marked 295 on the important hedgerows plan
District of Breckland	The important hedgerow marked 296 on the important hedgerows plan
District of Breckland	The important hedgerow marked 308 on the important hedgerows plan
District of Breckland	The important hedgerow marked 309 on the important hedgerows plan
District of Breckland	The important hedgerow marked 305 on the important hedgerows plan
District of Breckland	The important hedgerow marked 307 on the important hedgerows plan
District of Breckland	The important hedgerow marked 310 on the important hedgerows plan
District of Breckland	The important hedgerow marked 311 on the important hedgerows plan
District of Breckland	The important hedgerow marked 313 on the important hedgerows plan
District of Breckland	The important hedgerow marked 314 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

## PART 4

### Scenario 2 - Removal of Potentially Important Hedgerows

#### Commencement Information

**I264** Sch. 14 Pt. 4 in force at 1.1.2022, see [art. 1](#)

(1)	(2)
<i>Area</i>	<i>Reference of hedgerow</i>
District of North Norfolk	The Potentially Important hedgerow marked 9 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 10 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 11 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 12 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 13 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 14 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 17 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 18 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 19 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 20 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 21 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 22 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 25 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 27 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 35 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 45 on the important hedgerows plan

(1)	(2)
<i>Area</i>	<i>Reference of hedgerow</i>
District of North Norfolk	The Potentially Important hedgerow marked 46 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 47 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 48 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 54 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 55 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 56 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 57 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 58 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 59 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 60 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 61 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 62 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 63 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 70 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 71 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 72 on the important hedgerows plan
District of North Norfolk	The Potentially Important hedgerow marked 82 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 98 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 99 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(1)	(2)
<i>Area</i>	<i>Reference of hedgerow</i>
District of Broadland	The Potentially Important hedgerow marked 100 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 101 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 102 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 103 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 104 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 105 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 106 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 107 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 108 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 109 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 110 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 111 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 115 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 116 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 118 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 120 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 121 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 122 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 123 on the important hedgerows plan

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Reference of hedgerow</i>
District of Broadland	The Potentially Important hedgerow marked 124 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 125 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 126 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 127 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 128 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 129 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 130 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 131 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 132 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 133 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 134 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 135 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 136 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 150 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 151 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 152 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 153 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 163 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 164 on the important hedgerows plan



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Reference of hedgerow</i>
District of Broadland	The Potentially Important hedgerow marked 165 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 166 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 167 on the important hedgerows plan
District of Broadland	The Potentially Important hedgerow marked 172 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 177 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 178 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 179 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 182 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 183 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 184 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 185 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 186 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 187 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 188 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 190 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 191 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 205 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 206 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 207 on the important hedgerows plan

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Reference of hedgerow</i>
District of Breckland	The Potentially Important hedgerow marked 208 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 209 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 210 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 211 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 212 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 213 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 214 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 215 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 216 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 217 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 218 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 219 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 220 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 221 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 222 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 225 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 226 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 227 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 228 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Reference of hedgerow</i>
District of Breckland	The Potentially Important hedgerow marked 229 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 230 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 231 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 232 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 233 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 248 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 249 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 263 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 264 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 265 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 266 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 278 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 282 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 283 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 284 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 285 on the important hedgerows plan
District of Breckland	The Potentially Important hedgerow marked 286 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 287 on the important hedgerows plan
District of Breckland	The potentially important hedgerow marked 297 on the important hedgerows plan

## PART 5

## Scenario 2 - Removal of Hedgerows

**Commencement Information**I265 Sch. 14 Pt. 5 in force at 1.1.2022, see [art. 1](#)

(1)	(2)
<i>Area</i>	<i>Reference of hedgerow</i>
District of North Norfolk	The hedgerow marked 1 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 3 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 5 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 7 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 15 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 37 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 40 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 51 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 53 on the important hedgerows plan
District of North Norfolk	The hedgerow marked 80 on the important hedgerows plan
District of Broadland	The hedgerow marked 97 on the important hedgerows plan
District of Broadland	The hedgerow marked 119 on the important hedgerows plan
District of Broadland	The hedgerow marked 139 on the important hedgerows plan
District of Broadland	The hedgerow marked 140 on the important hedgerows plan
District of Broadland	The hedgerow marked 141 on the important hedgerows plan
District of Broadland	The hedgerow marked 142 on the important hedgerows plan

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(1)	(2)
<i>Area</i>	<i>Reference of hedgerow</i>
District of Broadland	The hedgerow marked 143 on the important hedgerows plan
District of Broadland	The hedgerow marked 144 on the important hedgerows plan
District of Broadland	The hedgerow marked 145 on the important hedgerows plan
District of Broadland	The hedgerow marked 146 on the important hedgerows plan
District of Broadland	The hedgerow marked 147 on the important hedgerows plan
District of Broadland	The hedgerow marked 149 on the important hedgerows plan
District of Broadland	The hedgerow marked 158 on the important hedgerows plan
District of Broadland	The hedgerow marked 170 on the important hedgerows plan
District of Broadland	The hedgerow marked 171 on the important hedgerows plan
District of Breckland	The hedgerow marked 189 on the important hedgerows plan
District of Breckland	The hedgerow marked 192 on the important hedgerows plan
District of Breckland	The hedgerow marked 238 on the important hedgerows plan
District of Breckland	The hedgerow marked 244 on the important hedgerows plan
District of Breckland	The hedgerow marked 245 on the important hedgerows plan
District of Breckland	The hedgerow marked 246 on the important hedgerows plan
District of Breckland	The hedgerow marked 247 on the important hedgerows plan
District of Breckland	The hedgerow marked 259 on the important hedgerows plan
District of Breckland	The hedgerow marked 289 on the important hedgerows plan
District of Breckland	The hedgerow marked 290 on the important hedgerows plan

(1)	(2)
<i>Area</i>	<i>Reference of hedgerow</i>
District of Breckland	The hedgerow marked 294 on the important hedgerows plan
District of Breckland	The hedgerow marked 299 on the important hedgerows plan
District of Breckland	The hedgerow marked 301 on the important hedgerows plan
District of Breckland	The hedgerow marked 302 on the important hedgerows plan
District of Breckland	The hedgerow marked 303 on the important hedgerows plan
District of Breckland	The hedgerow marked 304 on the important hedgerows plan
District of Breckland	The hedgerow marked 306 on the important hedgerows plan

SCHEDULE 15

Article 38

Arbitration Rules

**Primary objective**

1.—(1) The primary objective of these Arbitration Rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within 4 months from the date the Arbitrator is appointed pursuant to article 38 (arbitration) of the Order.

(2) The Parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the Parties. Any dispute which is not resolved amicably by the senior management of the Parties within 20 business days of the dispute arising, or such longer period as agreed in writing by the Parties, shall be subject to arbitration in accordance with the terms of this Schedule.

(3) The Arbitration is deemed to have commenced when a party (“the Claimant”) serves a written notice of arbitration on the other party (“the Respondent”).

**Commencement Information**

I266 Sch. 15 para. 1 in force at 1.1.2022, see [art. 1](#)

**Time periods**

2.—(1) All time periods in these Arbitration Rules are measured in days and include weekends, but not bank or public holidays.

(2) Time periods are calculated from the day after the Arbitrator is appointed which is either:

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

- (a) the date the Arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or
- (b) the date the Arbitrator is appointed by the Secretary of State.

**Commencement Information**

**I267** Sch. 15 para. 2 in force at 1.1.2022, see [art. 1](#)

**Timetable**

**3.—**(1) The timetable for the Arbitration is set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 14 days of the Arbitrator being appointed, the Claimant must provide both the Respondent and the Arbitrator with—

- (a) a written Statement of Claim which describes the nature of the difference between the parties, the legal and factual issues, the Claimant’s contentions as to those issues, the amount of its claim and/or the remedy it is seeking; and
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 14 days of receipt of the Claimant’s statements under sub-paragraph (2) by the Arbitrator and Respondent, the Respondent must provide the Claimant and the Arbitrator with—

- (a) a written Statement of Defence responding to the Claimant’s Statement of Claim, its statement in respect of the nature of the difference, the legal and factual issues in the Claimant’s claim, its acceptance of any element(s) of the Claimant’s claim, its contentions as to those elements of the Claimant’s claim it does not accept;
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and
- (c) any objections it wishes to make to the Claimant’s statements, comments on the Claimant’s expert report(s) (if submitted by the Claimant) and explanations for the objections.

(4) Within 7 days of the Respondent serving its statements under sub-paragraph (3), the Claimant may make a Statement of Reply by providing both the Respondent and the Arbitrator with—

- (a) a written statement responding to the Respondent’s submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;
- (b) all statements of evidence and copies of documents in response to the Respondent’s submissions;
- (c) any expert report in response to the Respondent’s submissions;
- (d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent; and
- (e) its written submissions in response to the legal and factual issues involved.

**Commencement Information**

**I268** Sch. 15 para. 3 in force at 1.1.2022, see [art. 1](#)

## Procedure

4.—(1) The parties' pleadings, witness statements and expert reports (if any) must be concise. No single pleading is to exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The Arbitrator must make an award on the substantive difference(s) based solely on the written material submitted by the parties unless the Arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within 2 days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within 7 days of receiving the last submission, the Arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within 10 days of the Arbitrator advising the parties that he is to hold a hearing, the date and venue for the hearing must be fixed by agreement with the parties, save that if there is no agreement the Arbitrator must direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the Arbitrator's direction confirming the date and venue of the hearing.

(6) A decision must be made by the Arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the Arbitrator, then any expert(s) attending the hearing may be asked questions by the Arbitrator.

(7) There is no process of examination and cross-examination of experts, but the Arbitrator must invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the Arbitrator's questions. Prior to the hearing the procedure for the expert(s) is:

- (a) at least 28 days before a hearing, the Arbitrator must provide a list of issues to be addressed by the expert(s);
- (b) if more than one expert is called, they are to jointly confer and produce a joint report or reports within 14 days of the issues being provided; and
- (c) the form and content of a joint report must be as directed by the Arbitrator and must be provided at least 7 days before the hearing.

(8) Within 14 days of a Hearing or a decision by the Arbitrator that no hearing is to be held the Parties may by way of exchange provide the Arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The Arbitrator must take these submissions into account in the Award.

(9) The Arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within 4 months of the date on which they are appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the Arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(11) The Arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given are proportionate to the issues in dispute and the time available to the Arbitrator to deliver the award.

### Commencement Information

I269 Sch. 15 para. 4 in force at 1.1.2022, see [art. 1](#)



**Arbitrator's powers**

5.—(1) The Arbitrator has all the powers of the Arbitration Act 1996<sup>(61)</sup>, including the non-mandatory sections, save where modified by these Rules.

(2) There must be no discovery or disclosure, except that the Arbitrator has the power to order the parties to produce such documents as are reasonably requested by another party no later than the Statement of Reply, or by the Arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders are to be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the Arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the Arbitrator. In the absence of agreement, the Arbitrator may vary the timescales and/or procedure—

- (a) if the Arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice; and then
- (b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the Arbitrator must notify the parties that the award is completed, signed and dated, and that it is to be issued to the parties on receipt of cleared funds for the Arbitrator's fees and expenses.

**Commencement Information**

**I270** Sch. 15 para. 5 in force at 1.1.2022, see [art. 1](#)

**Costs**

6.—(1) The costs of the Arbitration must include the fees and expenses of the Arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the Arbitration.

(2) Where the difference involves connected/interrelated issues, the Arbitrator must consider the relevant costs collectively.

(3) The final award must fix the costs of the arbitration and decide which of the parties must bear them or in what proportion they are to be borne by the parties.

(4) The Arbitrator must award recoverable costs on the general principle that costs follow the event, having regard to all material circumstances, including such matters as exaggerated claims and/or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

**Commencement Information**

**I271** Sch. 15 para. 6 in force at 1.1.2022, see [art. 1](#)

**Confidentiality**

7.—(1) Subject to sub-paragraphs (2), (3) and (4), any arbitration hearing and documentation shall be open to and accessible by the public.

(2) Where the Arbitration relates to a dispute or difference under the provisions of Schedule 17, the hearings must take place in private unless otherwise agreed between the parties and any matters,

<sup>(61)</sup> 1996 c. 23.

materials, documents, awards, expert reports and the like are confidential and must not be disclosed to any third party without prior written consent of the other party.

(3) The Arbitrator may direct that the whole or part of a hearing is to be private and/or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(4) Nothing in this paragraph shall prevent any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

**Commencement Information**

**I272** Sch. 15 para. 7 in force at 1.1.2022, see [art. 1](#)

SCHEDULE 16

Article 39

Procedure for discharge of Requirements

**Applications made under requirement**

1.—(1) Where an application has been made to a discharging authority for any agreement or approval required pursuant to requirements 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35 and 36 in Part 3 of Schedule 1 (requirements) of this Order:

- (a) the undertaker must give the discharging authority sufficient information to identify the requirement(s) to which the application relates;
- (b) the undertaker must provide such particulars, and the request be accompanied by such plans and drawings, as are reasonably considered necessary to deal with the application.

(2) The discharging authority must give notice to the undertaker of its decision on the application before the end of the decision period.

(3) For the purposes of sub-paragraph (2), the decision period is—

- (a) where no further information is requested under paragraph 2 (further information), 8 weeks from the day immediately following that on which the application is received by the discharging authority;
- (b) where further information is requested under paragraph 2 (further information), 8 weeks from the day immediately following that on which further information has been supplied by the undertaker under paragraph 2; or
- (c) such longer period as may be agreed by the undertaker and the discharging authority in writing before the end of the period in sub-paragraph (a) or (b).

**Commencement Information**

**I273** Sch. 16 para. 1 in force at 1.1.2022, see [art. 1](#)

**Further information**

2.—(1) In relation to any application to which this Schedule applies, the discharging authority has the right to request such further information from the undertaker as is necessary to enable it to consider the application.

(2) If the discharging authority considers such further information to be necessary and the requirement does not specify that consultation with a requirement consultee is required, it must, as soon as reasonably practicable and within 20 business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the requirement specifies that consultation with a requirement consultee is required, the discharging authority must issue the consultation to the requirement consultee within 10 business days of receipt of the application, and must notify the undertaker in writing specifying any further information requested by the requirement consultee within 10 business days of receipt of such a request and in any event within 42 days of receipt of the application.

(4) If the discharging authority does not give such notification as specified in sub-paragraph (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

#### **Commencement Information**

**I274** Sch. 16 para. 2 in force at 1.1.2022, see [art. 1](#)

### **Appeals**

- 3.—(1) The undertaker may appeal to the Secretary of State in the event that—
- (a) the discharging authority refuses an application for any agreement or approval required by a requirement included in this Order;
  - (b) the discharging authority does not give notice of its decision to the undertaker within the decision period as determined in paragraph 1;
  - (c) on receipt of a request for further information pursuant to paragraph 2 (further information) the undertaker considers that either the whole or part of the specified information requested by the discharging authority is not reasonably necessary for consideration of the application; or
  - (d) on receipt of any further information requested, the discharging authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not reasonably necessary for consideration of the application.
- (2) The appeal process is as follows—
- (a) the undertaker must submit the appeal documentation to the Secretary of State, a copy of the application submitted to the discharging authority and any supporting documentation which the undertaker may wish to provide (“the appeal documentation”);
  - (b) the undertaker must on the same day provide copies of the appeal documentation to the discharging authority and the requirement consultee (if applicable);
  - (c) as soon as is practicable after receiving the appeal documentation, but in any event within 28 business days of receiving the appeal documentation, the Secretary of State must appoint a person and forthwith notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person’s attention should be sent;
  - (d) the discharging authority and the requirement consultee (if applicable) must submit written representations to the appointed person in respect of the appeal within 20 business days of the date on which the appeal parties are notified of the appointment of a person under paragraph (c) and must ensure that copies of their written representations are sent to each

other and to the undertaker on the day on which they are submitted to the appointed person; and

- (e) the appeal parties must make any counter-submissions to the appointed person within 20 business days of receipt of written representations pursuant to sub-paragraph (d) above.

(3) The appointed person must make his decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable. If the appointed person considers that further information is necessary to enable him to consider the appeal he must, as soon as practicable, notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the party from whom the information is sought to the appointed person and to other appeal parties by the date specified by the appointed person. Any written representations concerning matters contained in the further information must be submitted to the appointed person, and made available to all appeal parties within 20 business days of that date.

(5) On an appeal under this paragraph, the appointed person may—

- (a) allow or dismiss the appeal; or  
(b) reverse or vary any part of the decision of the discharging authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the appointed person in the first instance.

(6) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the time limits prescribed, or set by the appointed person, under this paragraph.

(7) The appointed person may proceed to a decision even though no written representations have been made within those time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(8) The decision of the appointed person on an appeal is final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person pursuant to this Schedule, it is deemed to be an approval for the purpose of Part 3 of Schedule 1 (requirements) as if it had been given by the discharging authority. The discharging authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) may not be taken to affect or invalidate the effect of the appointed person's determination.

(10) Save where a direction is given pursuant to sub-paragraph (11) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person must be met by the undertaker.

(11) On application by the discharging authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to the Planning Practice Guidance on the award of costs or any guidance which may from time to time replace it.

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**Commencement Information**

**I275** Sch. 16 para. 3 in force at 1.1.2022, see [art. 1](#)

## Interpretation of this Schedule

### 4. In this Schedule—

“the appeal parties” means the discharging authority, the requirement consultee and the undertaker;

“business day” means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971<sup>(62)</sup>;

“discharging authority” means that person or body responsible for approving details pursuant to requirements 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34 and 35 in Part 3 of Schedule 1 (requirements);

“requirement consultee” means any body named in a requirement which is the subject of an appeal as a body to be consulted by the discharging authority in discharging that requirement.

### Commencement Information

**I276** Sch. 16 para. 4 in force at 1.1.2022, see [art. 1](#)

## SCHEDULE 17

Article 44

### Protective Provisions

## PART 1

### Protection of electricity, gas, water and sewerage undertakers

1. For the protection of the undertakers referred to in this Part the following provisions must, unless otherwise agreed in writing between the undertaker and the affected undertaking concerned, have effect.

### Commencement Information

**I277** Sch. 17 para. 1 in force at 1.1.2022, see [art. 1](#)

### 2. In this Part—

“affected undertaker” means

- (a) any licence holder within the meaning of Part 1 (electricity supply) of the 1989 Act;
- (b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986<sup>(63)</sup>;
- (c) a water undertaker within the meaning of the Water Industry Act 1991<sup>(64)</sup>; and
- (d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991,

for the area of the authorised development, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.

<sup>(62)</sup> 1971 c. 80.

<sup>(63)</sup> 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c.45), and was further amended by section 76 of the Utilities Act 2000 (c. 27).

<sup>(64)</sup> 1991 c. 56.

“alternative apparatus” means alternative apparatus adequate to enable the affected undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means—

- (e) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989), belonging to or maintained by that affected undertaker;
- (f) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (g) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that affected undertaker for the purposes of water supply; and any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A (agreements to adopt water main or service pipe at future date) of the Water Industry Act 1991 at the time of the works mentioned in this Part; and
- (h) in the case of a sewerage undertaker—
  - (i) any drain or works vested in the affected undertaker in accordance with the Water Industry Act 1991; and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewerage disposal works, at a future date) of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties; and

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land.

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**Commencement Information**

**I278** Sch. 17 para. 2 in force at 1.1.2022, see [art. 1](#)

**3.** This Part does not apply to apparatus in respect of which the relations between the undertaker and the affected undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

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**Commencement Information**

**I279** Sch. 17 para. 3 in force at 1.1.2022, see [art. 1](#)

**4.** Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

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**Commencement Information**

**I280** Sch. 17 para. 4 in force at 1.1.2022, see [art. 1](#)

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part and any right of an affected undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the affected undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the affected undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an affected undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the affected undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the affected undertaker in question shall, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use all reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part shall be constructed in such manner and in such line or situation as may be agreed between the affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 38 (arbitration).

(5) The affected undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 38 (arbitration), and after the grant to the affected undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the affected undertaker in question that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the affected undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the affected undertaker.

(7) Nothing in sub-paragraph (6) shall authorise the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

#### **Commencement Information**

**I281** Sch. 17 para. 5 in force at 1.1.2022, see [art. 1](#)

6.—(1) Where, in accordance with the provisions of this Part, the undertaker affords to an affected undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights shall be granted upon such terms and conditions as may be agreed between the undertaker and the affected



undertaker in question or in default of agreement settled by arbitration in accordance with article 38 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the affected undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator shall make such provision for the payment of compensation by the undertaker to that affected undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

**Commencement Information**

**I282** Sch. 17 para. 6 in force at 1.1.2022, see [art. 1](#)

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 5(2) that are within 15 metres of, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker shall submit to the affected undertaker in question a plan, section and description of the works to be executed.

(2) Those works shall be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the affected undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the affected undertaker shall be entitled to watch and inspect the execution of those works.

(3) Any requirements made by an affected undertaker under sub-paragraph (2) shall be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If an affected undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 6 shall apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(5) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan, section and description.

(6) The undertaker shall not be required to comply with sub-paragraph (1) in a case of emergency but in that case it shall give to the affected undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and shall comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

**Commencement Information**

**I283** Sch. 17 para. 7 in force at 1.1.2022, see [art. 1](#)

8.—(1) Subject to the following provisions of this paragraph, the undertaker shall repay to an affected undertaker the reasonable expenses incurred by that affected undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus (including costs or compensation payable in connection with the acquisition of land



for that purpose) which may be required in consequence of the execution of any such works as are referred to in paragraph 5(2).

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part, that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 38 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) shall be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole shall be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an affected undertaker in respect of works by virtue of sub-paragraph (1) shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the affected undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

#### Commencement Information

**I284** Sch. 17 para. 8 in force at 1.1.2022, see [art. 1](#)

**9.—(1)** Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 5(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of an affected undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any affected undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that affected undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that affected undertaker for any other expenses, loss, damages, penalty or costs incurred by the affected undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an affected undertaker, its officers, servants, contractors or agents.

(3) An affected undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**Commencement Information**

**I285** Sch. 17 para. 9 in force at 1.1.2022, see [art. 1](#)

**10.** Any difference or dispute arising between the undertaker and the affected undertaker under this Schedule must, unless otherwise agreed in writing between the undertaker and the affected undertaker, be determined by arbitration in accordance with article 38 (arbitration).

**Commencement Information**

**I286** Sch. 17 para. 10 in force at 1.1.2022, see [art. 1](#)

**11.** Nothing in this Part shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and an affected undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I287** Sch. 17 para. 11 in force at 1.1.2022, see [art. 1](#)

## PART 2

### For the Protection of National Grid

#### Application

**12.—(1)** For the protection of National Grid as referred to in this Part the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid, where the benefit of this Order is transferred or granted to another person under article 6 (Benefit of the Order)—

- (a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid and the transferee or grantee (as the case may be); and
- (b) written notice of the transfer or grant must be given to National Grid on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid (but see paragraph 22(3)(b)).

**Commencement Information**

**I288** Sch. 17 para. 12 in force at 1.1.2022, see [art. 1](#)

## Interpretation

### 13. In this Part—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by that undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply; and
- (c) together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“commence” has the same meaning as in article 2 of this Order and commencement must be construed to have the same meaning save that for the purpose of this part only the term commence includes operations consisting site clearance, demolition work, archaeological investigations, environmental surveys, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure and temporary hard standing;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, must require the promoter to submit for National Grid’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means, as appropriate—

- (d) National Grid Electricity Transmission PLC (Company No. 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH and any successor to their licence under Part 1 of the Electricity Act 1989; and
- (e) National Grid Gas PLC (Company No. 200600) whose registered office is at 1-3 Strand, London, WC2N 5EH and any successor to their licence under Part 1 of the Gas Act 1986 or their successor company(ies).

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“promoter” means the undertaker as defined in article 2 of this Order;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which:

- (f) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the promoter under paragraph 17(2) or otherwise;
- (g) may in any way adversely affect any apparatus the removal of which has not been required by the promoter under paragraph 17(2) or otherwise; or
- (h) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Grid’s policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties”).

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**Commencement Information**

**I289** Sch. 17 para. 13 in force at 1.1.2022, see [art. 1](#)

**14.—(1)** Except for paragraphs 15 (apparatus in stopped up streets), 20 (retained apparatus: protection), 21 (expenses) and 22 (compensation) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the promoter and National Grid are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

(2) Notwithstanding Article 25(5) or any other powers in the Order generally, s85 of the 1991 Act in relation to costs sharing and the powers in respect of cost sharing generally including the regulations made thereunder does not apply in relation to any diversion of apparatus of National Grid under the 1991 Act.

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**Commencement Information**

**I290** Sch. 17 para. 14 in force at 1.1.2022, see [art. 1](#)

**Commencement Information****I289** Sch. 17 para. 13 in force at 1.1.2022, see [art. 1](#)**I290** Sch. 17 para. 14 in force at 1.1.2022, see [art. 1](#)**Apparatus of Undertakers in stopped up streets**

**15.** Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 11 (stopping up of streets), National Grid will be at liberty at all times to take all necessary access across any such stopped up highway or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

**Commencement Information****I291** Sch. 17 para. 15 in force at 1.1.2022, see [art. 1](#)**Acquisition of land**

**16.—(1)** Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the promoter may not acquire any land interest or apparatus or override any easement and/or other interest of National Grid otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

(2) As a condition of agreement between the parties in paragraph 16(1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between the undertaker and the promoter) that are subject to the requirements of this Part that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of the undertaker and/or affects the provisions of any enactment or agreement regulating the relations between the undertaker and the promoter in respect of any apparatus laid or erected in land belonging to or secured by the promoter, the promoter must as the undertaker reasonably and necessarily requires enter into such deeds of consent upon such terms and conditions as may be agreed between the undertaker and the promoter acting reasonably and which must be no less favourable on the whole to the undertaker unless otherwise agreed by the undertaker, and it will be the responsibility of the promoter to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The promoter and the undertaker agree that where there is any inconsistency or duplication between the provisions set out in this Part relating to the relocation and/or removal of apparatus/ including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by the undertaker and/or other enactments relied upon by the undertaker as of right or other use in relation to the apparatus, then the provisions in this Schedule prevail.

(4) Any agreement or consent granted by the undertaker under paragraph 19 or 20 or any other paragraph of this Part, must not be taken to constitute agreement under sub-paragraph 16(1).

**Commencement Information****I292** Sch. 17 para. 16 in force at 1.1.2022, see [art. 1](#)

## Removal of apparatus

17.—(1) If, in the exercise of the agreement reached in accordance with paragraph 16 or in any other authorised manner, the promoter acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of an undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in question in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the promoter requires the removal of any apparatus placed in that land, it must give to National Grid advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the promoter must, subject to sub-paragraph (3), afford to National Grid to its reasonable satisfaction (taking into account paragraph 18(1) below) the necessary facilities and rights:

- (a) for the construction of alternative apparatus in other land of or land secured by the promoter; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the promoter, or the promoter is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the promoter, as soon as possible take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, with the promoter's assistance if required by National Grid, save that this obligation does not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the promoter under this Part must be constructed in such manner and in such line or situation as may be agreed between National Grid and the promoter.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the promoter to be removed under the provisions of this Part.

### Commencement Information

I293 Sch. 17 para. 17 in force at 1.1.2022, see [art. 1](#)

## Facilities and rights for alternative apparatus

18.—(1) Where, in accordance with the provisions of this Part, the promoter affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the promoter and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid, acting reasonably

(2) If the facilities and rights to be afforded by the promoter and agreed with National Grid under paragraph 18(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter may be referred to arbitration in accordance with paragraph 26 (Arbitration) of this Part and the arbitrator may make such provision for the payment of compensation by the promoter to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

#### **Commencement Information**

**I294** Sch. 17 para. 18 in force at 1.1.2022, see [art. 1](#)

#### **Retained apparatus: protection Gas Undertakers**

**19.**—(1) The promoter must provide technical information relevant to any specified works to National Grid as soon as reasonably practicable after it becomes available, and will seek to liaise with National Grid as early as reasonably practicable regarding the specified works.

(2) Not less than 56 days before the commencement of any specified works the promoter must submit to National Grid a plan and, if reasonably required by National Grid, a ground monitoring scheme in respect of those works.

(3) The plan to be submitted to National Grid under sub-paragraph (2) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(4) The promoter must not commence any works to which sub-paragraphs (2) and (3) apply until National Grid has given written approval of the plan so submitted.

(5) Any approval of National Grid required under sub-paragraph (4)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and,
- (b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (2) and/or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications are requested by National Grid within a period of 56 days, unless otherwise agreed between the parties, beginning with the date on which the plan under sub-paragraph (2) is submitted to it. For the avoidance of doubt, provided that any further iterations of the plan submitted to National Grid for approval as a result of modifications required under this paragraph are not materially different to the modifications previously made by National Grid, any further required modifications will be made by the promoter as soon as reasonably practicable thereafter and in any event within 56 days of receipt of any further plans.



(7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (2) or as relevant sub paragraph (6), as approved or as amended from time to time by agreement between the promoter and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works

(8) Where National Grid requires any protective works to be carried out by itself or by the promoter (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grids' reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and National Grid must give 56 days' notice of such works from the date of submission of a plan pursuant to sub-paragraph (2) or (3) (except in an emergency).

(9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, paragraphs 12 to 14 and 17 to 19 apply as if the removal of the apparatus had been required by the promoter under paragraph 17(2).

(10) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(11) The promoter will not be required to comply with sub-paragraph (2) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under the Order the promoter must comply with National Grid's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(13) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the promoter must implement an appropriate ground mitigation scheme save that National Grid retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 21.

#### **Commencement Information**

**I295** Sch. 17 para. 19 in force at 1.1.2022, see [art. 1](#)

#### **Retained apparatus: protection Electricity Undertakers**

**20.**—(1) The promoter must provide technical information relevant to any specified works to National Grid as soon as reasonably practicable after it becomes available, and will seek to liaise with National Grid as early as reasonably practicable regarding the specified works.

(2) Not less than 56 days before the commencement of any specified works, the promoter must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(3) In relation to works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of any apparatus, the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.

(4) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (2) must, in addition to the matters set out in sub-paragraph (3), include a method statement describing—

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;
- (f) written details of the operations and maintenance regime for the cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid's engineers; and
- (h) evidence that trench bearing capacity is to be designed to 26 tonnes to take the weight of overhead line construction traffic.

(5) The promoter must not commence any works to which sub-paragraphs (3) or (4) apply until National Grid has given written approval of the plan so submitted.

(6) Any approval of National Grid required under sub-paragraph (5) —

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (7) or (9); and
- (b) must not be unreasonably withheld.

(7) In relation to any work to which sub-paragraphs (3) or (4) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications are requested by National Grid within a period of 56 days, unless otherwise agreed between the parties, beginning with the date on which the plan under sub-paragraph (2) is submitted to it. For the avoidance of doubt, provided that any further iterations of the plan submitted to National Grid for approval as a result of modifications required under this paragraph are not materially different to the modifications previously made by National Grid, any further required modifications will be

made by the promoter as soon as reasonably practicable thereafter and in any event within 56 days of receipt of any further plans.

(8) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (2) or as relevant sub-paragraph (3), (4) or (7), as approved or as amended from time to time by agreement between the promoter and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (7) or (9) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(9) Where National Grid requires any protective works to be carried out by itself or by the promoter (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and National Grid must give 56 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

(10) If National Grid in accordance with sub-paragraphs (7) or (9) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, paragraphs 12 to 14 and 17 to 19 apply as if the removal of the apparatus had been required by the promoter under paragraph 17(2).

(11) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(12) The promoter will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (7), (8) and (9) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (13) at all times.

(13) At all times when carrying out any works authorised under the Order, the promoter must comply with National Grid's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

#### **Commencement Information**

**I296** Sch. 17 para. 20 in force at 1.1.2022, see [art. 1](#)

#### **Expenses**

**21.—**(1) Subject to the following provisions of this paragraph, the promoter must pay to National Grid within 21 days of a written request all charges, costs and expenses reasonably and properly anticipated or incurred by National Grid in or in connection with the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid—

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

- (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 17(3); and/or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
  - (b) in connection with the cost of the carrying out of any necessary diversion work or the provision of any alternative apparatus;
  - (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
  - (d) the approval of plans;
  - (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
  - (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part.
- (2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part and which is not re-used as part of the alternative apparatus, that value being calculated after removal.
- (3) If in accordance with the provisions of this Part—
- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
  - (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,
- and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the promoter or, in default of agreement, is not determined by arbitration in accordance with article 38 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the promoter.
- (4) For the purposes of sub-paragraph (3)—
- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
  - (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.
- (5) An amount which apart from this sub-paragraph would be payable to an undertaker in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

**Commencement Information**

**I297** Sch. 17 para. 21 in force at 1.1.2022, see [art. 1](#)

**Compensation**

**22.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the promoter or in consequence of any act or default of the promoter (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the promoter under this Part or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party or National Grid incurs any liability as a result of the transfer of undertaking under article 6, the promoter will—

- (a) bear and pay on demand the cost reasonably incurred by National Grid in making good such damage or restoring the supply; and
- (b) compensate National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party as aforesaid other than arising from any default of National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the promoter or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid or under its supervision will not (unless sub-paragraph (3) applies), excuse the promoter from liability under the provisions of this sub-paragraph (1) unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the promoter in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents;
- (b) any authorised works or any other works authorised by this Part carried out by National Grid as an assignee, transferee or lessee of the promoter with the benefit of this Order pursuant to section 156 (benefit of the order granting development consent) of the Planning Act 2008 or article 6 (benefit of the order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-section 3(b) will be subject to the full terms of this Part including this paragraph 22; and
- (c) National Grid must give the promoter reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the promoter and considering their representations.

**Commencement Information**

**I298** Sch. 17 para. 22 in force at 1.1.2022, see [art. 1](#)

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

## Enactments and agreements

**23.** Save to the extent provided for to the contrary elsewhere in this Part or by agreement in writing between National Grid and the promoter, nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the promoter and National Grid in respect of any apparatus laid or erected in land belonging to the promoter on the date on which this Order is made.

### Commencement Information

**I299** Sch. 17 para. 23 in force at 1.1.2022, see [art. 1](#)

## Co-operation

**24.—(1)** Where in consequence of the proposed construction of any of the authorised works, the promoter or an undertaker requires the removal of apparatus under paragraph 17(2) or an undertaker makes requirements for the protection or alteration of apparatus under paragraph 19, the promoter must use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid’s undertaking and National Grid must use its reasonable endeavours to co-operate with the promoter for that purpose.

(2) For the avoidance of doubt whenever the undertaker’s consent, agreement or approval to is required in relation to plans, documents or other information submitted by National Grid or the taking of action by National Grid, it must not be unreasonably withheld or delayed.

### Commencement Information

**I300** Sch. 17 para. 24 in force at 1.1.2022, see [art. 1](#)

## Access

**25.** If in consequence of the agreement reached in accordance with paragraph 16(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the promoter must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

### Commencement Information

**I301** Sch. 17 para. 25 in force at 1.1.2022, see [art. 1](#)

## Arbitration

**26.** Save for differences or disputes arising under paragraph 17(2), 17(4), 18(1), 19 and 20 any difference or dispute arising between the promoter and National Grid under this Part must, unless otherwise agreed in writing between the promoter and National Grid, be determined by arbitration in accordance with article 37 (arbitration).

### Commencement Information

**I302** Sch. 17 para. 26 in force at 1.1.2022, see [art. 1](#)

## Notices

27. The plans submitted to National Grid by the promoter pursuant to paragraph 19 and 20 must be sent to National Grid Plant Protection at [plantprotection@nationalgrid.com](mailto:plantprotection@nationalgrid.com) or such other address as National Grid may from time to time appoint instead for that purpose and notify to the promoter in writing.

### Commencement Information

**I303** Sch. 17 para. 27 in force at 1.1.2022, see [art. 1](#)

## PART 3

### For the Protection of Cadent Gas Limited as Gas Undertaker

## Application

28. For the protection of the Cadent referred to in this Part the following provisions will, unless otherwise agreed in writing between the promoter and Cadent, have effect.

### Commencement Information

**I304** Sch. 17 para. 28 in force at 1.1.2022, see [art. 1](#)

## Interpretation

29. In this Part—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of Cadent to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any mains, pipes, pressure governors, ventilators cathodic protections cables or other apparatus belonging to or maintained by Cadent for the purposes of gas distribution and supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of Cadent for the purposes of distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“Cadent” means Cadent Gas Limited, and/or its successors in title and/or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986

“commence” has the same meaning as in article 2 of this Order and commencement shall be construed to have the same meaning save that for the purpose of this part only the term commence shall include operations consisting site clearance, demolition work, archaeological investigations, environmental surveys, investigations for the purposes of assessing ground conditions, diversion and laying of services, erection of any temporary means of enclosure and temporary hard standing;

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“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the promoter to submit for Cadent’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, maintain, protect, access, enlarge, replace, use, repair, alter, inspect, renew, decommission or render unusable or remove the apparatus;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“promoter” means the undertaker as defined in article 2 of this Order;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which:

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the promoter under paragraph 33(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the promoter under paragraph 33(2) or otherwise; or
- (c) include any of the activities that are referred to in paragraph 6 and 7 of SSW22 (“Specification for safe working in the vicinity of Cadent assets – requirements for third parties”).

**Commencement Information**

**I305** Sch. 17 para. 29 in force at 1.1.2022, see [art. 1](#)

**On Street Apparatus**

**30.**—(1) Except for paragraphs 31 (apparatus of undertakers in stopped up streets), 33 (removal of apparatus) in so far as sub-paragraph 30(2) applies, 34 (facilities and rights for alternative apparatus) in so far as sub-paragraph 30(2) applies, 35 (retained apparatus: protection), 36 (expenses) and 37 (compensation) of this Schedule which will apply in respect of the exercise of all or any powers

under the Order affecting the rights and apparatus of Cadent, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the promoter and Cadent are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraphs 34 and 35 of this Schedule apply to diversions where carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway

(3) Notwithstanding Art 25(5) or any other powers in the Order generally, s85 of the 1991 Act in relation to costs sharing and the powers in respect of cost sharing generally including the regulations made thereunder does not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.

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**Commencement Information**

**I306** Sch. 17 para. 30 in force at 1.1.2022, see [art. 1](#)

### **Apparatus of Undertakers in stopped up streets**

**31.** Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 11 (stopping up of streets), Cadent will be at liberty to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

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**Commencement Information**

**I307** Sch. 17 para. 31 in force at 1.1.2022, see [art. 1](#)

### **Acquisition of land**

**32.—(1)** Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the promoter may not acquire or appropriate any land interest or apparatus or appropriate, acquire, extinguish, interfere with or override any easement and/or other interest of Cadent otherwise than by agreement

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between Cadent and the promoter) that are subject to the requirements of this Part that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of the undertaker and/or affects the provisions of any enactment or agreement regulating the relations between Cadent and the promoter in respect of any apparatus laid or erected in land belonging to or secured by the promoter, the promoter must as Cadent reasonably and necessarily requires enter into such deeds of consent upon such terms and conditions as may be agreed between Cadent and the promoter acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by the undertaker, and it will be the responsibility of the promoter to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The promoter and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted,



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used, enjoyed or exercised by the undertaker and/or other enactments relied upon by the undertaker as of right or other use in relation to the apparatus, then the provisions in this Schedule prevail.

(4) Any agreement or consent granted by the undertaker under paragraph 35 or any other paragraph of this Part of this Schedule, must not be taken to constitute agreement under sub-paragraph (1).

#### Commencement Information

**I308** Sch. 17 para. 32 in force at 1.1.2022, see [art. 1](#)

#### Removal of apparatus

**33.**—(1) If, in the exercise of the agreement reached in accordance with paragraph 32 or in any other authorised manner, the promoter acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part and any right of an undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of Cadent in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the promoter requires the removal of any apparatus placed in that land, it must give to Cadent advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to remove any of its apparatus) the promoter must, subject to sub-paragraph (3), afford to Cadent to its satisfaction (taking into account paragraph 34(1) below) the necessary facilities and rights

- (a) for the construction of alternative apparatus in other land of or land secured by the promoter; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the promoter, or the promoter is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent must, on receipt of a written notice to that effect from the promoter, as soon as possible take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, with the promoter's assistance if required by Cadent, save that this obligation does not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the promoter under this Part must be constructed in such manner and in such line or situation as may be agreed between Cadent and the promoter.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the promoter to be removed under the provisions of this Part of this Schedule.

**Commencement Information**

**I309** Sch. 17 para. 33 in force at 1.1.2022, see [art. 1](#)

**Facilities and rights for alternative apparatus**

**34.—**(1) Where, in accordance with the provisions of this Part of this Schedule, the promoter affords to or secures for Cadent facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the promoter and Cadent and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by Cadent.

(2) If the facilities and rights to be afforded by the promoter and agreed with Cadent under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter may be referred to arbitration in accordance with paragraph 41 (Arbitration) of this Part and the arbitrator may make such provision for the payment of compensation by the promoter to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

**Commencement Information**

**I310** Sch. 17 para. 34 in force at 1.1.2022, see [art. 1](#)

**Retained apparatus: protection Gas Undertakers**

**35.—**(1) The promoter must provide technical information relevant to any specified works to Cadent as soon as reasonably practicable after it becomes available, and will seek to liaise with Cadent as early as reasonably practicable regarding the specified works.

(2) Not less than 56 days before the commencement of any specified works the promoter must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(3) The plan to be submitted to Cadent under sub-paragraph (2) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(4) The promoter must not commence any works to which sub-paragraphs (2) and (3) apply until Cadent has given written approval of the plan so submitted.

(5) Any approval of Cadent required under sub-paragraph (4)—

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- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and,
- (b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (1) and/or (2) apply, Cadent may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications are requested by Cadent within a period of 56 days, unless otherwise agreed between the parties, beginning with the date on which the plan under sub-paragraph (1) is submitted to it. For the avoidance of doubt, provided that any further iterations of the plan submitted to Cadent for approval as a result of modifications required under this paragraph are not materially different to the modifications previously made by Cadent, any further required modifications will be made by the promoter as soon as reasonably practicable thereafter and in any event within 56 days of receipt of any further plans.

(7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (2) or as relevant sub paragraph (6), as approved or as amended from time to time by agreement between the promoter and Cadent and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by Cadent for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Cadent will be entitled to watch and inspect the execution of those works.

(8) Where Cadent requires any protective works to be carried out by itself or by the promoter (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Cadent's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and Cadent must give 56 days' notice of such works from the date of submission of a plan pursuant to sub-paragraph (2) or (3) (except in an emergency).

(9) If Cadent in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, sub-paragraphs (1) to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the promoter under paragraph 34(2).

(10) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(11) The promoter will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under the Order the promoter must comply with Cadent's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of Cadent's, High pressure Gas pipelines and associated installation requirements for third parties SPGD//SP/SSW22" and HSE's "HS(-G)47 Avoiding Danger from underground services".

(13) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the promoter must implement an appropriate ground mitigation scheme save that Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 36.

### Commencement Information

**I311** Sch. 17 para. 35 in force at 1.1.2022, see [art. 1](#)

### Expenses

**36.**—(1) Subject to the following provisions of this paragraph, the promoter must pay to Cadent on demand all charges, costs and expenses reasonably and properly anticipated or incurred by Cadent in or in connection with the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by Cadent as a consequence of Cadent;
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 33(3); and/or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Cadent;
- (b) in connection with the cost of the carrying out of any necessary diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the promoter or, in default of agreement, is not determined by arbitration in accordance with article 38 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the promoter.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an undertaker in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

#### Commencement Information

**I312** Sch. 17 para. 36 in force at 1.1.2022, see [art. 1](#)

#### Compensation

**37.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the promoter or in consequence of any act or default of the promoter (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the promoter under this Part or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party or Cadent incurs any liability as a result of the transfer of undertaking under article 6, the promoter will—

- (a) bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and
- (b) compensate Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the promoter or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision will not (unless sub-paragraph (3) applies), excuse the promoter from liability under the provisions of this sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the promoter in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent, its officers, servants, contractors or agents; and
- (b) any authorised works and/or any other works authorised by this Part carried out by Cadent as an assignee, transferee or lessee of the promoter with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 6 (benefit of the order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works

yet to be executed and not falling within this sub-paragraph 3(b) will be subject to the full terms of this Part including this paragraph 37.

(4) Cadent must give the promoter reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the promoter and considering their representations.

**Commencement Information**

I313 Sch. 17 para. 37 in force at 1.1.2022, see [art. 1](#)

**Enactments and agreements**

**38.** Save to the extent provided for to the contrary elsewhere in this Part or by agreement in writing between Cadent and the promoter, nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the promoter and Cadent in respect of any apparatus laid or erected in land belonging to the promoter on the date on which this Order is made.

**Commencement Information**

I314 Sch. 17 para. 38 in force at 1.1.2022, see [art. 1](#)

**Co-operation**

**39.—(1)** Where in consequence of the proposed construction of any of the authorised works, the promoter or an undertaker requires the removal of apparatus under paragraph 33(2) or an undertaker makes requirements for the protection or alteration of apparatus under paragraph 35, the promoter must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent's undertaking and Cadent must use its best endeavours to co-operate with the promoter for that purpose.

(2) For the avoidance of doubt whenever the undertaker's consent, agreement or approval is required in relation to plans, documents or other information submitted by Cadent or the taking of action by Cadent, it must not be unreasonably withheld or delayed.

**Commencement Information**

I315 Sch. 17 para. 39 in force at 1.1.2022, see [art. 1](#)

**Access**

**40.** If in consequence of the agreement reached in accordance with paragraph 32(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the promoter must provide such alternative means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

**Commencement Information**

I316 Sch. 17 para. 40 in force at 1.1.2022, see [art. 1](#)

*Changes to legislation:* There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

## Arbitration

**41.** Save for differences or disputes arising under paragraph 33(2), 33(4), 34(1), 35 and 36 any difference or dispute arising between the promoter and Cadent under this Part must, unless otherwise agreed in writing between the promoter and Cadent, be determined by arbitration in accordance with article 38 (arbitration).

### Commencement Information

**I317** Sch. 17 para. 41 in force at 1.1.2022, see [art. 1](#)

## Notices

**42.** The plans submitted to Cadent by the promoter pursuant to paragraph 35 must be sent to Cadent Plant Protection at [plantprotection@cadent.com](mailto:plantprotection@cadent.com) or such other address as Cadent may from time to time appoint instead for that purpose and notify to the promoter in writing.

### Commencement Information

**I318** Sch. 17 para. 42 in force at 1.1.2022, see [art. 1](#)

## PART 4

### Protection for Operators of Electronic Communications Code Networks

**43.—(1)** For the protection of any operator, the following provisions shall, unless otherwise agreed in writing between the undertaker and the operator, have effect.

(2) In this part of this Schedule—

“the 2003 Act” means the Communications Act 2003(**65**);

“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system is construed in accordance with paragraph 1(3A) of that code;

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act(**66**);

“electronic communications code network” means—

- (a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 (application of the electronic communications code) of the 2003 Act; and
- (b) an electronic communications network which the Secretary of State is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

(65) 2003 c. 21.

(66) See section 106.



“operator” means the operator of an electronic communications code network.

**Commencement Information**

**I319** Sch. 17 para. 43 in force at 1.1.2022, see [art. 1](#)

**44.** The exercise of the powers of article 29 (statutory undertakers) are subject to Part 10 of Schedule 3A (the electronic communications code) to the 2003 Act.

**Commencement Information**

**I320** Sch. 17 para. 44 in force at 1.1.2022, see [art. 1](#)

**45.—(1)** Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or their construction, or of any subsidence resulting from any of those works—

- (a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works, or other property of an operator); or
- (b) there is any interruption in the supply of the service provided by an operator, the undertaker shall bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and must—

(i) make reasonable compensation to an operator for loss sustained by it; and

(ii) indemnify an operator against claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, an operator by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) shall impose any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand shall be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this paragraph shall be referred to and settled by arbitration under article 38 (arbitration).

**Commencement Information**

**I321** Sch. 17 para. 45 in force at 1.1.2022, see [art. 1](#)

**46.** This Part does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or
- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

**Commencement Information**

**I322** Sch. 17 para. 46 in force at 1.1.2022, see [art. 1](#)

**47.** Nothing in this Part shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I323** Sch. 17 para. 47 in force at 1.1.2022, see [art. 1](#)

## PART 5

### Protection of Network Rail Infrastructure Limited

**48.** The following provisions of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 62 any other person on whom rights or obligations are conferred by that paragraph.

**Commencement Information**

**I324** Sch. 17 para. 48 in force at 1.1.2022, see [art. 1](#)

**49.** In this Part—

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as is amended from time to time, granted to Network Rail by the Secretary of State in exercise of powers under section 8 (licences) of the Railways Act 1993<sup>(67)</sup>;

“Network Rail” means Network Rail Infrastructure Limited and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 (meaning of “subsidiary” etc.) of the Companies Act 2006<sup>(68)</sup>) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

“plans” includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and—

<sup>(67)</sup> 1993 c. 43.

<sup>(68)</sup> 2006 c. 40.

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail for the purposes of such railway or works, apparatus or equipment; and

“specified work” means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property.

**Commencement Information**

**I325** Sch. 17 para. 49 in force at 1.1.2022, see [art. 1](#)

**50.**—(1) Where under this part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development under this Order.

**Commencement Information**

**I326** Sch. 17 para. 50 in force at 1.1.2022, see [art. 1](#)

**51.**—(1) The undertaker must not exercise the powers conferred by—

- (a) article 15 (discharge of water and works to watercourses);
- (b) article 16 (authority to survey and investigate the land onshore);
- (c) article 18 (compulsory acquisition of land);
- (d) article 20 (compulsory acquisition of rights and the imposition of restrictive covenants);
- (e) article 21 (private rights);
- (f) article 24 (acquisition of subsoil or airspace only);
- (g) article 26 (temporary use of land for carrying out the authorised project);
- (h) article 27 (temporary use of land for maintaining the authorised project);
- (i) article 28 (extinguishment of private rights and restrictive covenants relating to apparatus removed from land);
- (j) article 29(b) (statutory undertakers) (where relevant);
- (k) article 35 (felling or lopping of trees and removal of hedgerows); and
- (l) article 36 (trees subject to tree preservation orders);

or the powers conferred by section 11(3) of the 1965 Act (powers of entry) in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, or article 29 (statutory undertakers), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers conferred by this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property except with the consent of Network Rail.

(5) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions.

#### Commencement Information

**I327** Sch. 17 para. 51 in force at 1.1.2022, see [art. 1](#)

**52.—**(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer (or deemed approved under sub-paragraph (2)) or settled by arbitration under article 38 (Arbitration) (as varied by paragraph 69 of this Part of this Schedule).

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated disapproval of those plans and the grounds of disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes may be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the

construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

**Commencement Information**

**I328** Sch. 17 para. 52 in force at 1.1.2022, see [art. 1](#)

**53.**—(1) Any specified work and any protective works to be constructed by virtue of paragraph 52(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 52;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of or in consequence of the construction of a specified work, the undertaker must, regardless of any approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

**Commencement Information**

**I329** Sch. 17 para. 53 in force at 1.1.2022, see [art. 1](#)

**54.** The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

**Commencement Information**

**I330** Sch. 17 para. 54 in force at 1.1.2022, see [art. 1](#)

**55.** Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

**Commencement Information**

**I331** Sch. 17 para. 55 in force at 1.1.2022, see [art. 1](#)

**56.**—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work, or during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail or the services of operators using the same, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 52(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 57(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

**Commencement Information**

**I332** Sch. 17 para. 56 in force at 1.1.2022, see [art. 1](#)

**57.** The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 52(3) or in constructing any protective works under the provisions of paragraph 52(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the

construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and

- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

#### Commencement Information

**I333** Sch. 17 para. 57 in force at 1.1.2022, see [art. 1](#)

#### 58.—(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 52(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take measures reasonably necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker’s compliance with sub-paragraph (3)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 52(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail’s apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail’s apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 52(1) has effect subject to this sub-paragraph.

(6) If at any time prior to the commencement of regular revenue-earning operations comprised in the authorised development and regardless of any measures adopted under sub-paragraph (3), the testing or commissioning of the authorised development causes EMI then the undertaker shall immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

undertaker's apparatus causing such EMI until necessary measures have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus; and
- (b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 53.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 62(1) applies, subject to paragraphs 62(2) to 62(6), to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 57(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

**Commencement Information**

**I334** Sch. 17 para. 58 in force at 1.1.2022, see [art. 1](#)

**59.** If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

**Commencement Information**

**I335** Sch. 17 para. 59 in force at 1.1.2022, see [art. 1](#)

**60.** The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

**Commencement Information**

**I336** Sch. 17 para. 60 in force at 1.1.2022, see [art. 1](#)

**61.** Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

**Commencement Information**

**I337** Sch. 17 para. 61 in force at 1.1.2022, see [art. 1](#)

**62.—(1)** The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Schedule which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction or maintenance of a specified work or the failure thereof; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission; and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must give the undertaker reasonable written notice of any such claim or demand and no settlement or compromise of such a claim or demand shall be made without the prior consent of the undertaker.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs is, in the event of default, to be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

**Commencement Information**

**I338** Sch. 17 para. 62 in force at 1.1.2022, see [art. 1](#)

**63.** Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Schedule (including the amount of the relevant costs mentioned in paragraph 62) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part (including any claim relating to those relevant costs).

**Commencement Information**

**I339** Sch. 17 para. 63 in force at 1.1.2022, see [art. 1](#)

**64.** In the assessment of any sums payable to Network Rail under this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Schedule or increasing the sums so payable.

**Commencement Information**

**I340** Sch. 17 para. 64 in force at 1.1.2022, see [art. 1](#)

**65.** The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works and land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

**Commencement Information**

**I341** Sch. 17 para. 65 in force at 1.1.2022, see [art. 1](#)

**66.** Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I (the provision of services) of the Railways Act 1993.

**Commencement Information**

**I342** Sch. 17 para. 66 in force at 1.1.2022, see [art. 1](#)

**67.** The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 6 (transfer of benefit of Order) of this Order in relation to railway property or any specified works and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

**Commencement Information**

**I343** Sch. 17 para. 67 in force at 1.1.2022, see [art. 1](#)

**68.** The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 37 (certification of plans etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in electronic form specified by Network Rail.

**Commencement Information**

**I344** Sch. 17 para. 68 in force at 1.1.2022, see [art. 1](#)

**69.** In relation to any dispute arising under this Part that is referred to arbitration in accordance with article 38 (arbitration) of the Order, the parties agree that the timetable referred to within Paragraph 3 of Schedule 15 (Arbitration Rules) will be amended where Network Rail can demonstrate that it is unable (acting reasonably) to comply with the time limit due to timing constraints that may arise for Network Rail in obtaining clearance conditions and/or any engineering regulatory or stakeholder (internal or external) consents and/or assessing any matters of concern with regards to the safe operation of the railway.

**Commencement Information**

**I345** Sch. 17 para. 69 in force at 1.1.2022, see [art. 1](#)

## PART 6

### For the Protection of Anglian Water Services Limited

**70.—(1)** For the protection of Anglian Water, the following provisions shall, unless otherwise agreed in writing between the undertaker and Anglian Water, have effect.

(2) In this Part—

“Anglian Water” means Anglian Water Services Limited (company number 02366656) whose registered office is at Lancaster House, Lancaster Way, Ermine Business Park, Huntington, Cambridgeshire PE29 6XU;

“apparatus” means any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage and

- (a) any drain or works vested in Anglian Water under The Water Industry Act 1991,
- (b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4)(**69**) of The Water Industry Act 1991 or an agreement to adopt made under

(69) Section 102(4) was amended by the Water Act 2003 (c. 37), s96(1) and the Water Act 2014 (c. 21), Schedule 7, paragraph 90.

section 104(70) (agreements to adopt sewer, drain or sewage disposal works at future date) of that Act,

and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 (general interpretation) of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

“functions” includes powers and duties

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

“plan” includes sections, drawings, specifications and method statements; and

“undertaker” means the undertaker under Article 2 of this Order.

(3) The undertaker must not interfere with, build over or near to any apparatus within the Order Land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus—

- (a) 2.25 metres where the diameter of the pipe is less than 150 millimetres, 3 metres where the diameter of the pipe is between 150 and 450 millimetres;
- (b) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres; and
- (c) 6 metres where the diameter of the pipe exceeds 750 millimetres,

unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker.

(4) The alteration, extension, removal or re-location of any apparatus must not be implemented until—

- (a) any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2016 or other legislation and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and
- (b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan, section and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

(5) In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which Apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension shall take place until Anglian Water has established to its reasonable satisfaction, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus. Anglian Water must use all reasonable endeavours to establish contingency arrangements in a timely manner.

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(70) Section 104 was amended by the Water Act 2003 (c. 37), s96 and the Water Act 2014 (c. 21).

(6) Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker shall, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water, such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 38 (Arbitration).

(7) If the undertaker is unable to create the new rights referred to in sub-paragraph (6), Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible, use its reasonable endeavours to obtain the necessary rights.

(8) If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker shall provide such alternative means of access to such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction, or alternatively such means of access as may be agreed with Anglian Water, acting reasonably.

(9) If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the company, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection as other Anglian Water assets.

(10) If for any reason or in consequence of the construction of any of the works referred to in sub-paragraphs (4) to (6) and (8) above any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and
- (b) make reasonable compensation to Anglian Water for any other reasonably necessary expenses, loss, damages, penalty or costs incurred by Anglian Water,

by reason or in consequence of any such damage or interruption.

(11) Anglian Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without first consulting the undertaker and considering their representations acting reasonably.

(12) Nothing in sub-paragraph (10) above imposes any liability on the undertaker with respect to—

- (a) any damage or interruption to the extent that it is attributable to the act, neglect or default of Anglian Water, its officer, servants, contractors or agents; and
- (b) any authorised works and/or any other works authorised by this Part carried out by Anglian Water as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 6 (Benefit of order) of this Order.

(13) Anglian Water must use its reasonable endeavours to mitigate and minimise any claim, costs, expenses, loss, demands and penalties pursuant to sub-paragraph (11). If requested to do so by the undertaker, Anglian Water shall provide an explanation of how the claim has been minimised.

(14) Any difference or dispute arising between the undertaker and Anglian Water under this Part must, unless otherwise agreed in writing between the undertaker and Anglian Water, be determined by arbitration in accordance with article 38 (arbitration).

**Commencement Information**

**I346** Sch. 17 para. 70 in force at 1.1.2022, see [art. 1](#)

## PART 7

### For the protection of the Environment Agency and drainage authorities

**71.** The provisions of this Part have effect for the protection of a drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

**Commencement Information**

**I347** Sch. 17 para. 71 in force at 1.1.2022, see [art. 1](#)

**72.** In this Part—

“construction” includes execution, placing, altering, replacing, relaying and removal; and

“construct” and “constructed” must be construed accordingly;

“drainage authority” means—

(a) in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibitions of obstructions etc in watercourses) of the Land Drainage Act 1991(71); and

(b) in relation to a main river or any sea defence work, the Environment Agency;

“drainage work” means any watercourse and includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence, sea defence or tidal monitoring;

“ordinary watercourse” has the meaning given in the Land Drainage Act 1991(72);

“plans” includes sections, drawings, specifications and method statements;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 16 metres of a drainage work or is otherwise likely to—

(c) affect any drainage work or the total volume or volumetric rate of flow of water in or flowing to or from any drainage work;

(d) affect the flow, purity, or quality of water in any watercourse; or

(e) affect the conservation, distribution or use of water resources.

**Commencement Information**

**I348** Sch. 17 para. 72 in force at 1.1.2022, see [art. 1](#)

(71) 1991 c. 59. Section 23 was amended by the Environment Act 1995 (c. 29), Schedule 22, paragraph 192 and the Flood and Water Management Act 2010 (c. 29), Schedule 2, paragraph 32.

(72) See section 72(1).

**73.**—(1) Before beginning to construct any specified work, the undertaker must submit to the relevant drainage authority plans of the specified work and such further particulars available to it as the relevant drainage authority may within 28 days of the submission of the plans reasonably require.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the relevant drainage authority.

(3) Any approval of the relevant drainage authority required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been refused if it is neither given nor refused within 28 days of the submission of the plans for approval (or submission of further particulars if required by the relevant drainage authority under sub-paragraph (1)); and
- (c) may be given subject to such reasonable requirements as the relevant drainage authority may make for the protection of any drainage work or, where the drainage authority is the Environment Agency also, for the protection of water resources for the prevention of pollution or in the discharge of its environmental duties.

(4) The relevant drainage authority must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

**Commencement Information**

**I349** Sch. 17 para. 73 in force at 1.1.2022, see [art. 1](#)

**74.** Without limiting paragraph 73, the requirements which the relevant drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased, by reason of any specified work.

**Commencement Information**

**I350** Sch. 17 para. 74 in force at 1.1.2022, see [art. 1](#)

**75.**—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the relevant drainage authority under paragraph 74, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or settled under this Part; and
- (b) to the reasonable satisfaction of the relevant drainage authority, and an officer of the relevant drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the relevant drainage authority—

- (a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and
- (b) notice in writing of its completion not later than 7 days after the date on which it is brought into use.

(3) If the relevant drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before the construction of the specified work.

(4) If any part of a specified work or any protective work required by the relevant drainage authority is constructed otherwise than in accordance with the requirements of this Part, the relevant drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the relevant drainage authority reasonably requires.

(5) Subject to sub-paragraph (6), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the relevant drainage authority may execute the works specified in the notice, and any expenditure incurred by it in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the relevant drainage authority must not except in emergency exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined.

#### **Commencement Information**

**I351** Sch. 17 para. 75 in force at 1.1.2022, see [art. 1](#)

**76.—(1)** Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of any specified work maintain in good repair and condition and free from obstruction any drainage work that is situated within the limits of deviation on land held by the undertaker for the purposes of or in connection with the specified work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any drainage work that the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the relevant drainage authority, the relevant drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the relevant drainage authority reasonably requires.

(3) If, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may do what is necessary for such compliance and may recover any expenditure reasonably incurred by it in so doing from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the relevant drainage authority must not except in a case of emergency exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined.

(5) This paragraph does not apply to—

- (a) drainage works that are vested in the relevant drainage authority or that the relevant drainage authority or another person is liable to maintain and is not prevented by this Order from so doing; and



- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part.

**Commencement Information**

**I352** Sch. 17 para. 76 in force at 1.1.2022, see [art. 1](#)

**77.** If by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes is impaired, or the drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker to the reasonable satisfaction of the relevant drainage authority and, if the undertaker fails to do so, the relevant drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

**Commencement Information**

**I353** Sch. 17 para. 77 in force at 1.1.2022, see [art. 1](#)

**78.** The undertaker must compensate the relevant drainage authority in respect of all costs, charges and expenses that the relevant drainage authority may reasonably incur, have to pay or may sustain—

- (a) in the examination or approval of plans under this Part;
- (b) in inspecting the construction of any specified work or any protective works required by the relevant drainage authority under this Part; and
- (c) in carrying out of any surveys or tests by the relevant drainage authority that are reasonably required in connection with the construction of the specified work.

**Commencement Information**

**I354** Sch. 17 para. 78 in force at 1.1.2022, see [art. 1](#)

**79.—(1)** Without limiting the other provisions of this Part, the undertaker must compensate the relevant drainage authority in respect of all claims, demands, proceedings, costs, damages, expenses or loss that may be made or taken against, recovered from or incurred by, the relevant drainage authority by reason of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any raising or lowering of the water table in land adjoining the authorised development or any sewers, drains and watercourses;
- (c) any flooding or increased flooding of any such land; and
- (d) where the relevant drainage authority is the Environment Agency, inadequate water quality in any watercourse or other surface waters or in any groundwater, that is caused by the construction of any specified work by the undertaker or any act or omission of the undertaker, its contractors, agents or employees whilst engaged on the work.

(2) The relevant drainage authority must give to the undertaker reasonable notice of any such claim or demand, and no settlement or compromise may be made without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

**Commencement Information**

**I355** Sch. 17 para. 79 in force at 1.1.2022, see [art. 1](#)

**80.** The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the relevant drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part.

**Commencement Information**

**I356** Sch. 17 para. 80 in force at 1.1.2022, see [art. 1](#)

**81.** Any dispute between the undertaker and the relevant drainage authority under this Part, if the parties agree, must be determined by arbitration under article 38 (arbitration), but otherwise must be determined by the Secretary of State for Environment, Food and Rural Affairs and [<sup>F10</sup>the Secretary of State for Energy Security and Net Zero] acting jointly on a reference to them by the undertaker or the relevant drainage authority, after notice in writing by one to the other.

**F10** Words in [Sch. 17 para. 81](#) substituted (3.5.2023) by [The Secretaries of State for Energy Security and Net Zero, for Science, Innovation and Technology, for Business and Trade, and for Culture, Media and Sport and the Transfer of Functions \(National Security and Investment Act 2021 etc\) Order 2023 \(S.I. 2023/424\)](#), [art. 1\(2\)](#), [Sch. para. 76](#) (with [art. 17](#))

**Commencement Information**

**I357** Sch. 17 para. 81 in force at 1.1.2022, see [art. 1](#)

## PART 8

### For the protection of Ørsted Hornsea Project Three (UK) Ltd

**82.** The provisions of this Part apply for the protection of Orsted unless otherwise agreed in writing between the undertaker and Orsted.

**Commencement Information**

**I358** Sch. 17 para. 82 in force at 1.1.2022, see [art. 1](#)

**83.** In this Part—

“apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Orsted or its successor in title within the Hornsea Three Order Land;

“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and “construct” and “constructed” must be construed accordingly;

“Crossing Area” means the land within land parcel 21/08 shown on the land plans and described in the book of reference;

“Orsted” means an undertaker with the benefit of all or part of the Hornsea Three Order for the time being;

“Hornsea Three Order” means the development consent order made by the Secretary of State in relation to Hornsea Three Offshore Wind Farm on 31st December 2020(73);

“Hornsea Three Order land” means Order land as defined in the Hornsea Three Order;

“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the Hornsea Three Order land;

“proposed Hornsea Three Cable Corridor” means the proposed location for any electrical circuit(s) and construction compound(s) permitted by the Hornsea Three Order within the Hornsea Three Order land;

“specified works” means so much of any works or operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

- (a) within the Crossing Area;
- (b) in, on, under, over or within 25 metres of the proposed Hornsea Three Cable Corridor or any apparatus; or
- (c) may in any way adversely affect any apparatus.

.....  
**Commencement Information**

**I359** Sch. 17 para. 83 in force at 1.1.2022, see [art. 1](#)

**84.** The consent of Orsted under this Part is not required where the Hornsea Three Order has expired without the authorised development having been commenced pursuant to paragraph 1 of Part 3 of Schedule 12 to the Hornsea Three Order.

.....  
**Commencement Information**

**I360** Sch. 17 para. 84 in force at 1.1.2022, see [art. 1](#)

**85.** Where conditions are included in any consent granted by Orsted pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Orsted.

.....  
**Commencement Information**

**I361** Sch. 17 para. 85 in force at 1.1.2022, see [art. 1](#)

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

- (a) acquire, extinguish, suspend, override or interfere with any rights that Orsted has in respect of any apparatus or the proposed Hornsea Three Cable Corridor; or
- (b) acquire the Hornsea Three Order land or acquire any new rights or impose restrictive covenants or exercise any powers of temporary use over or in relation to the Hornsea Three Order land without the consent of Orsted, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

*Changes to legislation: There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)*

**Commencement Information**

**I362** Sch. 17 para. 86 in force at 1.1.2022, see [art. 1](#)

**87.**—(1) The undertaker must not under the powers of this Order carry out any specified works without the consent of Orsted, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Orsted does not respond within 30 days then consent is deemed to be given.

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to Orsted and must submit such further particulars available to it that Orsted may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Orsted.

(4) Any approval of Orsted required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus or the proposed Hornsea Three Cable Corridor or for securing access to any apparatus or the proposed Hornsea Three Cable Corridor;

(5) Without limiting sub-paragraph (1), it is not reasonable for Orsted to withhold or delay any consent or approval under this Part in relation to specified works in, on, under, or over the Crossing Area solely on the basis of thermal interaction where the plans of the specified works submitted under sub-paragraph (2) demonstrate that all reasonable steps have been taken to minimise thermal interaction between the specified works and any apparatus or the proposed Hornsea Three Cable Corridor.

(6) Where Orsted requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Orsted's reasonable satisfaction.

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any specified works, new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.

**Commencement Information**

**I363** Sch. 17 para. 87 in force at 1.1.2022, see [art. 1](#)

**88.**—(1) The undertaker must give to Orsted not less than 28 days' written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of their construction, must give Orsted written notice of the completion.

(2) The undertaker is not required to comply with paragraph 87 or sub-paragraph (1) in a case of emergency, but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonable practicable subsequently and must comply with paragraph 87 in so far as is reasonably practicable in the circumstances.

**Commencement Information**

**I364** Sch. 17 para. 88 in force at 1.1.2022, see [art. 1](#)

**89.** The undertaker must at all reasonable times during construction of the specified works allow Orsted and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

.....  
**Commencement Information**

**I365** Sch. 17 para. 89 in force at 1.1.2022, see [art. 1](#)

**90.**—(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Orsted requiring the undertaker to do so, remove the temporary works in, on, under, over, or within the Crossing Area.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Orsted may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

.....  
**Commencement Information**

**I366** Sch. 17 para. 90 in force at 1.1.2022, see [art. 1](#)

**91.** If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Orsted to maintain or use the apparatus no less effectively than was possible before the obstruction.

.....  
**Commencement Information**

**I367** Sch. 17 para. 91 in force at 1.1.2022, see [art. 1](#)

**92.** The undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Orsted to the proposed Hornsea Three Cable Corridor.

.....  
**Commencement Information**

**I368** Sch. 17 para. 92 in force at 1.1.2022, see [art. 1](#)

**93.** To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order within the Crossing Area request up-to-date written confirmation from Orsted of the location of any apparatus or the proposed Hornsea Three Cable Corridor.

.....  
**Commencement Information**

**I369** Sch. 17 para. 93 in force at 1.1.2022, see [art. 1](#)

**94.** The undertaker and Orsted must each act in good faith and use reasonable endeavours to cooperate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part.

*Changes to legislation: There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)*

**Commencement Information**

**I370** Sch. 17 para. 94 in force at 1.1.2022, see [art. 1](#)

**95.** The undertaker must pay to Orsted the reasonable expenses incurred by Orsted in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the proposed Hornsea Three Cable Corridor.

**Commencement Information**

**I371** Sch. 17 para. 95 in force at 1.1.2022, see [art. 1](#)

**96.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Orsted, or Orsted becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Orsted in making good such damage or restoring the service or supply; and
- (b) compensate Orsted for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Orsted, by reason or in consequence of any such damage or interruption or Orsted becoming liable to any third party as aforesaid.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Orsted, its officers, servants, contractors or agents.

(3) Orsted must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) Orsted must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 96 applies. If requested to do so by the undertaker, Orsted shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 96 for claims reasonably incurred by Orsted.

(5) The fact that any work or thing has been executed or done with the consent of Orsted and in accordance with any conditions or restrictions prescribed by Orsted or in accordance with any plans approved by Orsted or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

**Commencement Information**

**I372** Sch. 17 para. 96 in force at 1.1.2022, see [art. 1](#)

**97.** Any dispute arising between the undertaker and Orsted under this Part must be determined by arbitration under article 38 (arbitration).

**Commencement Information**

**I373** Sch. 17 para. 97 in force at 1.1.2022, see [art. 1](#)

## PART 9

### For the protection of Norfolk Vanguard Limited

#### Application

**98.** In the event of scenario 1 this Part applies for the protection of the statutory undertaker and the following provisions, unless otherwise agreed in writing between the undertaker and the statutory undertaker concerned, have effect.

#### Commencement Information

**I374** Sch. 17 para. 98 in force at 1.1.2022, see [art. 1](#)

#### Interpretation

**99.** In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of the statutory undertaker to enable the statutory undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means, electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by that undertaker;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of the statutory undertaker including construct, use, repair, alter, inspect, renew or remove the apparatus;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed;

“undertaker” means the undertaker who owns and/or operates the transmission assets under this Order; and

“statutory undertaker” means, for the area of the authorised development, and in relation to any apparatus, the statutory undertaker who owns and/or operates the transmission assets for the Norfolk Vanguard Offshore Wind Farm.

#### Commencement Information

**I375** Sch. 17 para. 99 in force at 1.1.2022, see [art. 1](#)

#### Acquisition of land

**100.** Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker must not acquire any interest in land or any apparatus or override any easement or other interest of the statutory undertaker otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

**Commencement Information**I376 Sch. 17 para. 100 in force at 1.1.2022, see [art. 1](#)**Removal of apparatus**

**101.**—(1) If, in the exercise of the agreement reached in accordance with paragraph 100 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed and any right of a statutory undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of the statutory undertaker in question in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under the Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the statutory undertaker 56 days' advance written notice of that requirement (or such lesser period of notice agreed by the statutory undertaker, acting reasonably), together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by the Order a statutory undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the statutory undertaker to their reasonable satisfaction (taking into account paragraph 102(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the statutory undertaker must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed except that this obligation does not extend to the requirement for the statutory undertaker to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of the undertaker must be constructed in such manner and in such line or situation as may be reasonably agreed between the statutory undertaker and the undertaker.

(5) The statutory undertaker must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to the statutory undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions hereof.

**Commencement Information**I377 Sch. 17 para. 101 in force at 1.1.2022, see [art. 1](#)**Facilities and rights for alternative apparatus**

**102.**—(1) Where, in accordance with the provisions hereof, the undertaker affords to a statutory undertaker facilities and rights for the construction and maintenance in land of the undertaker of



alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be reasonably agreed between the undertaker and the statutory undertaker and must be no less favourable on the whole to the statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by the statutory undertaker (acting reasonably).

(2) If the facilities and rights to be afforded by the undertaker and agreed with the statutory undertaker under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the statutory undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that statutory undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

#### Commencement Information

**I378** Sch. 17 para. 102 in force at 1.1.2022, see [art. 1](#)

#### Retained apparatus: protection: electricity undertakers

**103.**—(1) Not less than 56 days (or such lesser period agreed by the statutory undertaker, acting reasonably) before commencing the execution of any works authorised by the Order that are near to, or will or may affect any apparatus the removal of which has not been required by the undertaker under paragraph 101(2) or otherwise, the undertaker must submit to the statutory undertaker a plan of such works.

(2) In relation to works which will or may be situated on, over, under or within five metres measured in any direction of any apparatus, or involve embankment works within 5 metres of any apparatus, the plan to be submitted to the statutory undertaker under sub-paragraph (1) must be detailed including a material statement and describing—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation and positioning of plant;
- (d) the position of all apparatus; and
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus.

(3) The undertaker must not commence the construction or renewal of any works to which subparagraph (1) or (2) applies until the statutory undertaker has given written approval of the plan so submitted.

(4) Any approval of the statutory undertaker required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in subparagraph (5) or (7); and
- (b) must not be unreasonably withheld or delayed.

(5) In relation to a work to which sub-paragraph (1) or (2) applies, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications are requested within a period of 56 days beginning with the date on which the plan under sub-



paragraph (1) is submitted to it (or such lesser period agreed by the statutory undertaker, acting reasonably). For the avoidance of doubt, provided that any further iterations of the plan submitted to the statutory undertaker for approval as a result of modifications required under this paragraph are not materially different to the modifications previously requested by the statutory undertaker, any further required modifications will be requested by the statutory undertaker as soon as reasonably practicable thereafter and in any event within 21 days of receipt of any further plans.

(6) Works executed under the Order must be executed only in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub paragraph (2), as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (5) or (7) by the statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker is entitled to watch and inspect the execution of those works.

(7) Where statutory undertakers require any protective works to be carried out either themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to the statutory undertaker's satisfaction prior to the carrying out of any works authorised by the Order or any relevant part thereof (unless otherwise agreed by the statutory undertaker, acting reasonably) and the statutory undertaker must give notice of such works as soon as reasonably practicable and in any event within 56 days from the date of submission of a plan in line with sub-paragraph (1) or (2) (except in an emergency).

(8) If a statutory undertaker in accordance with sub-paragraph (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 101 and 102 apply as if the removal of the apparatus had been required by the undertaker under paragraph 102(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works (unless otherwise agreed by the statutory undertaker, acting reasonably), a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(10) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances.

#### **Commencement Information**

**I379** Sch. 17 para. 103 in force at 1.1.2022, see [art. 1](#)

#### **Expenses**

**104.**—(1) Subject to the following provisions of this paragraph, the undertaker must repay to the statutory undertaker on demand all charges, costs and expenses reasonably and properly incurred by that statutory undertaker in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to herein including without limitation—

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that the statutory undertaker elects to use powers of compulsory acquisition to acquire any necessary rights under paragraph 102(3) all costs incurred as a result of such action;

- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
  - (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
  - (d) the approval of plans;
  - (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
  - (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to herein.
- (2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions hereof and which is not re-used as part of the alternative apparatus, that value being calculated after removal.
- (3) If in accordance with the provisions hereof—
- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
  - (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated, and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or in default of agreement settled by arbitration in accordance with article 38 (arbitration) of the Order to be necessary, then, if such placing involves cost in the construction of works under the provisions hereof exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the statutory undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs must be borne by the undertaker.
- (4) For the purposes of sub-paragraph (3)—
- (a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
  - (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole must be treated as if it also had been agreed or had been so determined.
- (5) An amount which apart from this sub-paragraph would be payable to the statutory undertaker in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the statutory undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

**Commencement Information**

**I380** Sch. 17 para. 104 in force at 1.1.2022, see [art. 1](#)

**Compensation**

**105.**—(1) Subject to sub-paragraphs (2), (3) and (4), if by reason or in consequence of the construction of any such works authorised herein or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under the provisions herein or any subsidence resulting from any of these works), any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of the statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring the supply; and
- (b) compensate the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or the statutory undertaker becoming liable to any third party in accordance with the provisions of this part.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (subject to sub-paragraph (3)), excuse the undertaker from liability under the provisions of this paragraph.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents.

(4) The statutory undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without first consulting the undertaker and considering their representations (such representations not to be unreasonably withheld or delayed).

(5) The statutory undertaker must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the compensation under this paragraph 105 applies. If requested to do so by the undertaker, the statutory undertaker shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 105 for claims reasonably incurred by the statutory undertaker.

**Commencement Information**

**I381** Sch. 17 para. 105 in force at 1.1.2022, see [art. 1](#)

**Enactments and agreements**

**106.** Nothing herein affects the provisions of any enactment or agreement regulating the relations between the undertaker and the statutory undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I382** Sch. 17 para. 106 in force at 1.1.2022, see [art. 1](#)

## Co-operation

**107.** Where in consequence of the proposed construction of any of the authorised development, the undertaker or the statutory undertaker requires the removal of apparatus under paragraph 101 or a statutory undertaker makes requirements for the protection or alteration of apparatus under paragraph 102 the undertaker must use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the statutory undertaker's undertaking and the statutory undertaker must use its reasonable endeavours to co-operate with the undertaker for that purpose.

### Commencement Information

**I383** Sch. 17 para. 107 in force at 1.1.2022, see [art. 1](#)

## Access

**108.** If in consequence of the agreement reached in accordance with paragraph 100 or the powers granted under the Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as enables the statutory undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.

### Commencement Information

**I384** Sch. 17 para. 108 in force at 1.1.2022, see [art. 1](#)

## Arbitration

**109.** Save for differences or disputes arising under paragraph 101(2), 101(4), 102(1) and 103, any difference or dispute arising between the undertaker and the statutory undertaker must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by arbitration in accordance with article 38 (arbitration) of the Order.

### Commencement Information

**I385** Sch. 17 para. 109 in force at 1.1.2022, see [art. 1](#)

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

SCHEDULE 18

Article 37

Documents to be Certified

PART 1

Documents forming the environmental statement to be certified

**Commencement Information**

**I386** Sch. 18 Pt. 1 in force at 1.1.2022, see [art. 1](#)

<i>Application Document No.</i>	<i>Examination Library Reference</i>	<i>Document Description</i>	<i>Version</i>	<i>Date</i>
6.1	APP-214 – APP-247	The environmental statement	1	11 June 2019
6.2	APP-248 – APP-536	Figures	1	11 June 2019
6.3	APP-537 – APP-685	Technical Appendices	1	11 June 2019

*Examination documents forming part of the environmental statement*

<i>Application Document No.</i>	<i>Examination Library Reference</i>	<i>Document Description</i>	<i>Version</i>	<i>Date</i>
<i>(and relevant ES Chapter reference)</i>	<i>(and relevant ES Chapter reference)</i>			
ExA.ASHP1.019 (Chapter 20) (Chapter 22)	APP-233 (APP-235)	Clarification Note Trenchless Crossings and Potential Effects of Breakout on the River Wensum	1	Deadline 1 / 25 November 2019
ExA.ASHP2.015 (Chapter 13)	APP-226	Norfolk Boreas Offshore Ornithology Assessment Updated + Appendices	1	Deadline 2 / 10 December 2019

Application Document No.	Examination Library Reference	Document Description	Version	State
ExA.AS- <del>RHD2-014</del> - (Chapter 19) (APP-232)	REP2-019	TerraConsult Ground Investigations Report: Parts 1-6	1	Deadline 2 / 10 December 2019
ExA.SoC- <del>RHD2-016</del> (Chapter 25) (APP-239) (Chapter 26)	REP2-019	Norfolk Boreas Broadland District Council Statement of Common Ground – Appendix 1 Norfolk Vanguard The Old Railway Gatehouse Noise Mitigation Measures and Air Quality Assessment	4	Deadline 10 / 6 May 2020
ExA.SoC- <del>RHD2-016</del> (Chapter 24)	REP2-019	Norfolk Boreas Broadland District Council Statement of Common Ground – Appendix 2 Norfolk Vanguard Joint Position Statement with Broadland District Council – Cawston Conservation Area	4	Deadline 10 / 6 May 2020
ExA.SoC- <del>RHD2-017</del> (Chapter 24)	REP2-019	Norfolk Boreas Norfolk County Council Statement of Common Ground – Appendix 2 Norfolk Vanguard Technical Note Responding to Norfolk Council Council’s Request for Trenchless Crossings of the A1067 and B1149	4	Deadline 16 / 28 September 2020
ExA.AS- <del>RHD5-060</del> (Chapter 13)	REP5-060	Kittiwake Flight Speed	1	Deadline 5 / 26 February 2020
ExA.AS- <del>RHD7-019</del> (Chapter 13)	REP7-019	Offshore Ornithology Assessment Update, Project Alone [F11] Collision Risk Modelling]	[F11] [2]	10 December 2019]
ExA.AS- <del>RHD6-015</del> (Chapter 13)	REP6-015	Offshore Ornithology Assessment Update, Cumulative and In-combination Collision Risk Modelling	2	Deadline 8 / 08 April 2020
ExA.AS- <del>RHD7-013</del> (Chapter 24)	REP7-013	[F11] Environmental assessment of trenchless crossings at the B1149]	1	Deadline 7 / 31 March 2020
ExA.AS- <del>RHD8-018</del> (Chapter 25) (APP-239) (Chapter 26)	REP8-018	Clarification Note Noise, Vibration and Air Quality potential effects of the revised Highway Intervention Scheme Cawston	1	Deadline 8 / 8 April 2020
ExA.AS- <del>RHD4-012</del>	REP4-012	Clarification Note Optimising cable routeing through the HHW SAC	1	Deadline 4 / 30

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

Application Document No.	Examination Library Reference	Document Description	Version
(Chapter 9)	(APP-222)		January 2020
(Chapter 10)	(APP-223)		
ExA.AS- <del>RHD6-017</del> (Chapter 9)	REP5-057 (APP-222)	The Haisborough Hammond and Winterton Special Area of Conservation Position Paper and Appendix	1 Deadline 5 / 26 February 2020
(Chapter 10)	(APP-223)		
ExA.AS- <del>RHD6-013</del> (Chapter 9)	RHD6-013 (APP-222)	Updated Assessment of Additional Mitigation in the Haisborough Hammond and Winterton Special Area of Conservation	3 Deadline 10 / 6 May 2020
(Chapter 10)	(APP-223)		
ExA.AS- <del>RHD6-018</del> (Chapter 9)	RHD6-018 (APP-222)	Additional information for the HHW SAC position paper. Annex 2 Cable Protection Decommissioning Evidence	1 Deadline 6 / 5 March 2020
(Chapter 10)	(APP-223)		
ExA.AS- <del>RHD6-010</del> (Chapter 9)	RHD6-010 (APP-222)	Additional information for the HHW SAC position paper. Annex 3 Letter of comfort from BT	1 Deadline 6 / 5 March 2020
(Chapter 10)	(APP-223)		
ExA.AS- <del>RHD6-019</del> (Chapter 9)	RHD6-019 APP-223	Additional information for the HHW SAC position paper. Annex 4 Updated Assessment of Additional Mitigation in the Haisborough Hammond and Winterton Special Area of Conservation	2 Deadline 6 / 5 March 2020
(Chapter 10)	(APP-223)		
ExA.AS- <del>RHD6-021</del> (Chapter 13)	RHD6-021 (APP-226)	Headroom Position Paper and Examples	1 Deadline 6 / 5 March 2020
(Chapter 13)	(APP-226)		
ExA.AS- <del>RHD8-029</del>	RHD8-029	Updated Clarification Note Trenchless Crossings B1149 and Church Road, Colby	2 Deadline 8 / 08

<i>Application Document No.</i>	<i>Examination Library Reference</i>	<i>Document Description</i>	<i>VerDate</i>
(Chapter 24)			April 2020

**F11** Words in Sch. 18 Pt. 1 substituted (12.8.2022) by The Norfolk Boreas Offshore Wind Farm (Corrections) Order 2022 (S.I. 2022/901), art. 1(2), Sch.

## PART 2

### Other documents to be certified

#### Commencement Information

**I387** Sch. 18 Pt. 2 in force at 1.1.2022, see [art. 1](#)

<i>Application Document No.</i>	<i>Examination Library Reference</i>	<i>Document Description</i>	<i>VerDate</i>
2.2	REP18-003 – REP18-008	Land plan (Onshore)	4 Deadline 18 / 12 October 2020
2.2	REP1-003	Land Plan (Offshore)	2 Deadline 1 / 25 November 2019
2.4	REP14-002 – REP14-005	Works plan	2 Deadline 14 / 25 August 2020
2.5	APP-011	Access to works plan	1 11 June 2019
2.6	APP-012	The Temporary stopping up of public Right of Way Plan	1 11 June 2019
2.7	APP-013	The streets to be temporarily stopped up plan	1 11 June 2019
2.11	REP14-006 – REP14-009	The Important hedgerows plan	1 Deadline 14 / 25 August 2020
2.12	APP-019	The private means of access to be permanently stopped up plan	1 11 June 2019
4.3	REP18-015	The book of reference	4 Deadline 18 / 12 October 2020
8.1	REP18-019	The outline code of construction practice	7 Deadline 18 / 12 October 2020



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

<i>Application Document No.</i>	<i>Examination Library Reference</i>	<i>Document Description</i>	<i>Ver</i>	<i>Date</i>
8.3	REP14-014 — REP14-019	The design and access statement	5	Deadline 14 / 25 August 2020
8.5	REP5-018 F12 ...	The outline written scheme of investigation (onshore)	2	Deadline 5 / 26 February 2020
8.6	REP5-020 F12 ...	The outline written scheme of investigation (offshore)	2	Deadline 5 / 26 February 2020
8.7	REP14-020 F12 ...	The outline landscape and ecological management strategy	6	Deadline 14 / 25 August 2020
8.8	[ <sup>F13</sup> REP18-21 REP18-025]	The outline traffic management plan	7	Deadline 18 / 12 October 2020
8.9	APP-700	The outline travel plan	1	11 June 2019
8.10	REP10-021 — REP10-023	The outline access management plan	1	Deadline 10 / 6 May 2020
8.11	REP5-029 F12 ...	The outline offshore operations and maintenance plan	3	Deadline 5 / 26 February 2020
8.12	REP14-027 F12 ...	The offshore in principle monitoring plan	5	Deadline 14 / 25 August 2020
8.13	REP5-033 F12 ...	The draft marine mammal mitigation protocol	2	Deadline 5 / 26 February 2020
8.14	REP5-035 F12 ...	The outline project environmental management plan	2	Deadline 5 / 26 February 2020
8.16	REP14-029 F12 ...	The outline scour protection and cable protection plan	5	Deadline 14 / 25 August 2020
8.17	REP5-041 F12 ...	The in principle Norfolk Boreas Southern North Sea Special Area of Conservation (SAC) Site Integrity plan	2	26 February 2020 / Deadline 5
8.18	APP-709	The outline marine traffic monitoring strategy	1	11 June 2019
8.19	APP-710	The outline fisheries liaison and co-existence plan	1	11 June 2019

<i>Application Document No.</i>	<i>Examination Library Reference</i>	<i>Document Description</i>	<i>Ver</i>	<i>Date</i>
F12	F12	F12	5	Deadline 14 / 25 August 2020
...	...	...		
8.20	REP14-03 F12 ...	Outline Norfolk Boreas Haisborough Hammond and Winterton Special Area of Conservation Cable Specification, Installation and Monitoring Plan	3	Deadline 14 / 25 August 2020
8.21	APP-712	The outline operational drainage plan	1	11 June 2019
8.22	[ <sup>F14</sup> REP2-056]	The outline skills and employment strategy]	1	[ <sup>F14</sup> 2 December 2020]
8.23	[ <sup>F14</sup> REP5-054]	The Development Principles: layout and design rules 2]	1	[ <sup>F14</sup> 26 February 2020]
8.24	REP11-013	Alde-Ore Estuary Special Protection Area (SPA) - In principle Compensation	1	Deadline 11 / 11 May 2020
8.25	REP11-014	Haisborough, Hammond and Winterton Special Area of Conservation (SAC) – In Principle Compensation	1	Deadline 11 / 11 May 2020
[ <sup>F14</sup> 8.26]	[ <sup>F14</sup> REP11-012 & REP16-003]	Flamborough and Filey Coast SPA – In principle Compensation and Addendum]	1	Deadline 11 / 11 May 2020 and Deadline 16 / 28 September 2020
8.27		Onshore Project Substation Masterplan	1	25 June 2021

- F12** Word in Sch. 18 Pt. 2 omitted (12.8.2022) by virtue of [The Norfolk Boreas Offshore Wind Farm \(Corrections\) Order 2022 \(S.I. 2022/901\)](#), art. 1(2), **Sch.**
- F13** Word in Sch. 18 Pt. 2 substituted (12.8.2022) by [The Norfolk Boreas Offshore Wind Farm \(Corrections\) Order 2022 \(S.I. 2022/901\)](#), art. 1(2), **Sch.**
- F14** Words in Sch. 18 Pt. 2 substituted (12.8.2022) by [The Norfolk Boreas Offshore Wind Farm \(Corrections\) Order 2022 \(S.I. 2022/901\)](#), art. 1(2), **Sch.**

## SCHEDULE 19

Article 45

Compensation to protect the coherence of the national site network

## PART 1

Flamborough and Filey Coast Special Protection Area:  
Delivery of measures to compensate for kittiwake loss

## 1. In this Part—

“FFC” means the site designated as the Flamborough and Filey Coast Special Protection Area;

**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

“KIMP” means the kittiwake implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult kittiwakes from the FFC as a result of the authorised development;

“kittiwake compensation plan” means the relevant principles for kittiwake compensation set out in the document certified as the In Principle Habitats Regulations Derogation, Provision of Evidence, Appendix 1 Flamborough and Filey Coast SPA In Principle Compensation by the Secretary of State for the purposes of this Order under article 37 (Certification of plans etc); and

“KSG” means the Kittiwake Steering Group.

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**Commencement Information**

**I388** Sch. 19 para. 1 in force at 1.1.2022, see [art. 1](#)

2. The authorised development may not be commenced until a plan for the work of the KSG has been submitted to and approved by the Secretary of State. Such plan must include:

- (a) terms of reference of the KSG;
- (b) details of the membership of the KSG;
- (c) details of the schedule of meetings, timetable for preparation of the KIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

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**Commencement Information**

**I389** Sch. 19 para. 2 in force at 1.1.2022, see [art. 1](#)

3. Following consultation with the KSG, the KIMP must be submitted to and approved by the Secretary of State, in consultation with the local planning authority or authorities for the land containing the artificial nest sites, and the relevant statutory nature conservation body. The KSG must be consulted further as required during the approval process.

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**Commencement Information**

**I390** Sch. 19 para. 3 in force at 1.1.2022, see [art. 1](#)

4. The KIMP must include measures to increase the number of adult kittiwakes available to recruit to the FFC in accordance with the principles contained in the kittiwake compensation plan, must contain the relevant matters identified in section 4.6.3 of the kittiwake compensation plan and must include in particular:

- (a) details of the location where the compensation measures will be delivered and the suitability of the site to deliver the measures (including why the location is appropriate ecologically and likely to support successful compensation);
- (b) details of landowner agreements demonstrating how the land will be bought or leased and assurances that the land management will deliver the ecology objectives of the KIMP;
- (c) details of the design of the artificial nest structures, including the projected number of nests that will be accommodated on the structures, and how risks from avian or mammalian predation and unauthorised human access will be mitigated;

- (d) an implementation timetable for the delivery of the artificial nest structures that ensures all compensation measures are in place to allow four full kittiwake breeding seasons prior to the operation of any turbine forming part of the authorised development;
- (e) a maintenance schedule for the artificial nest structures;
- (f) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative compensation measures and/or adaptive management measures;
- (g) provision for annual reporting to the Secretary of State, to include details of the number of birds colonising the site including: evidence of birds prospecting; nesting attempts; egg laying; hatching; and fledging, to identify barriers to breeding success and target alternative or adaptive compensation measures;
- (h) details of how natal dispersal and colony interchange with the FFC kittiwake colony should be investigated, potentially using colour-ringing of chicks; and
- (i) minutes from all consultations with the KSG.

**Commencement Information**

**I391** Sch. 19 para. 4 in force at 1.1.2022, see [art. 1](#)

5. The undertaker must implement the measures as set out in the KIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and the relevant local planning authority. In particular, no operation of any turbine forming part of the authorised development may begin until four full breeding seasons following the implementation of the measures set out in the KIMP have elapsed. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 March in each year and ended on 30 September.

**Commencement Information**

**I392** Sch. 19 para. 5 in force at 1.1.2022, see [art. 1](#)

6. The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the KIMP.

**Commencement Information**

**I393** Sch. 19 para. 6 in force at 1.1.2022, see [art. 1](#)

7. Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the relevant statutory nature conservation body. This must include details of any finding that the measures have been ineffective in securing an increase in the number of adult kittiwakes available to recruit to the FFC and, in such case, proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

*Changes to legislation: There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)*

**Commencement Information**

**I394** Sch. 19 para. 7 in force at 1.1.2022, see [art. 1](#)

**8.** Unless otherwise agreed in writing by the Secretary of State or unless the measures set out in the KIMP have already been delivered, the undertaker must not commence construction of Work No.1 until it has first—

- (a) provided a reasonable estimate of the cost of delivery of the compensation measures; and
- (b) put in place either—
  - (i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or
  - (ii) an alternative form of security for that purpose, that has been approved by the Secretary of State.

**Commencement Information**

**I395** Sch. 19 para. 8 in force at 1.1.2022, see [art. 1](#)

**9.** The artificial nest structures installed under this Part must not be decommissioned without the written approval of the Secretary of State, in consultation with the relevant statutory nature conservation body. The artificial nest structures shall be maintained beyond the operational lifetime of the authorised development if they are colonised, and routine and adaptive management measures and monitoring must continue whilst the artificial nesting structures are in place.

**Commencement Information**

**I396** Sch. 19 para. 9 in force at 1.1.2022, see [art. 1](#)

**10.** The approved KIMP includes any amendments that may subsequently be agreed in writing by the Secretary of State, in consultation with the relevant statutory nature conservation body. Any amendments to or variations of the approved KIMP must be in accordance with the principles set out in the kittiwake compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any new or materially different environmental effects from those considered in the kittiwake compensation plan.

**Commencement Information**

**I397** Sch. 19 para. 10 in force at 1.1.2022, see [art. 1](#)

**11.** In the event of any conflict or inconsistency between the terms of the kittiwake compensation plan and the provisions of this Order, the provisions of this Order shall prevail.

**Commencement Information**

**I398** Sch. 19 para. 11 in force at 1.1.2022, see [art. 1](#)

## PART 2

### Alde-Ore Estuary Special Protection Area: Delivery of measures to compensate for the loss of lesser black-backed gull

**12.** In this Part—

“AOE” means the site designated as the Alde-Ore Estuary Special Protection Area;

“LBBGIMP” means the lesser black-backed gull implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult lesser black-backed gull from the AOE as a result of the authorised development;

“LBBGSG” means the Lesser Black-Backed Gull Steering Group; and

“lesser black-backed gull compensation plan” means the document certified as the In Principle Habitats Regulations Derogation, Provision of Evidence, Appendix 2 Alde-Ore Estuary SPA In Principle Compensation by the Secretary of State for the purposes of this Order under article 37 (Certification of plans etc).

**Commencement Information**

**I399** Sch. 19 para. 12 in force at 1.1.2022, see [art. 1](#)

**13.** The authorised development may not be commenced until a plan for the work of the LBBGSG has been submitted to and approved by the Secretary of State. Such plan must include:

- (a) terms of reference of the LBBGSG;
- (b) details of the membership of the LBBGSG;
- (c) details of the schedule of meetings, timetable for preparation of the LBBGIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

**Commencement Information**

**I400** Sch. 19 para. 13 in force at 1.1.2022, see [art. 1](#)

**14.** Following consultation with the LBBGSG, the LBBGIMP must be submitted to and approved by the Secretary of State, in consultation with the local planning authority or authorities for the land containing the predator control fencing, and the relevant statutory nature conservation body. The LBBGSG must be consulted further as required during the approval process.

**Commencement Information**

**I401** Sch. 19 para. 14 in force at 1.1.2022, see [art. 1](#)

**15.** The LBBGIMP must include measures to increase the number of adult lesser black-backed gulls available to recruit to the AOE in accordance with the principles contained in the lesser black-backed gull compensation plan, must contain the relevant matters identified in section 4.6.2 of the lesser black-backed gull compensation plan and must include in particular:

- (a) details of the location where the compensation measures will be delivered and the suitability of the site to deliver the measures (including why the location is appropriate ecologically and likely to support successful compensation);

*Changes to legislation: There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)*

- (b) details of landowner agreements demonstrating how the land will be bought or leased and assurances that the land management will deliver the ecology objectives of the LBBGIMP;
- (c) details of the design of the predator control fencing including the type of fencing, the area and location of enclosure, and details of any other habitat management measures;
- (d) an implementation timetable for the delivery of the predator control fencing and any other habitat management measures that ensures all compensation measures are in place to allow four full lesser black-backed gull breeding seasons prior to the operation of any turbine forming part of the authorised development;
- (e) a fencing maintenance schedule;
- (f) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative compensation measures and/or adaptive management measures; and
- (g) minutes from all consultations with LBBGSG.

**Commencement Information**

**I402** Sch. 19 para. 15 in force at 1.1.2022, see [art. 1](#)

**16.** The undertaker must implement the measures as set out in the LBBGIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and the relevant local planning authority. In particular, no operation of any turbine forming part of the authorised development may begin until four full breeding seasons following the implementation of the measures set out in the LBBGIMP have elapsed. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 March in each year and ended on 30 September.

**Commencement Information**

**I403** Sch. 19 para. 16 in force at 1.1.2022, see [art. 1](#)

**17.** The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the LBBGIMP.

**Commencement Information**

**I404** Sch. 19 para. 17 in force at 1.1.2022, see [art. 1](#)

**18.** Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the relevant statutory nature conservation body. This must include details of any finding that the measures have been ineffective in securing an increase in the number of adult lesser black-backed gulls available to recruit to the AOE and, in such case, proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

**Commencement Information**

**I405** Sch. 19 para. 18 in force at 1.1.2022, see [art. 1](#)

19. Unless otherwise agreed in writing by the Secretary of State or unless the measures set out in the LBBGIMP have already been delivered, the undertaker must not commence construction of Work No.1 until it has first—

- (a) provided a reasonable estimate of the cost of delivery of the compensation measures; and
- (b) put in place either—
  - (i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or
  - (ii) an alternative form of security for that purpose, that has been approved by the Secretary of State.

**Commencement Information**

I406 Sch. 19 para. 19 in force at 1.1.2022, see [art. 1](#)

20. The predator control fencing installed under this Part must not be decommissioned without the written approval of the Secretary of State, in consultation with the relevant statutory nature conservation body. The predator control fencing shall be maintained beyond the operational lifetime of the authorised development if the site is colonised. The routine and adaptive management measures, and monitoring should continue whilst the fencing is in place.

**Commencement Information**

I407 Sch. 19 para. 20 in force at 1.1.2022, see [art. 1](#)

21. The approved LBBGIMP includes any amendments that may subsequently be agreed in writing by the Secretary of State, in consultation with the relevant statutory nature conservation body. Any amendments to or variations of the approved LBBGIMP must be in accordance with the principles set out in the lesser black-backed gull compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any new or materially different environmental effects from those considered in the LBBGIMP.

**Commencement Information**

I408 Sch. 19 para. 21 in force at 1.1.2022, see [art. 1](#)

22. In the event of any conflict or inconsistency between the terms of the lesser black-backed gull compensation plan and the provisions of this Order, the provisions of this Order shall prevail.

**Commencement Information**

I409 Sch. 19 para. 22 in force at 1.1.2022, see [art. 1](#)

## PART 3

Haisborough, Hammond and Winterton Special Area of Conservation:  
Delivery of measures to compensate for cable installation and protection

23. In this Part—



**Changes to legislation:** There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)

“BIMP” means the benthic implementation and monitoring plan for the delivery of measures to compensate for the cable installation and protection in the HHW SAC as a result of the authorised development;

“BSG” means the benthic steering group who will shape and inform the scope and delivery of the BIMP;

“HHW SAC” means the Haisborough, Hammond and Winterton Special Area of Conservation; and

“HHW SAC compensation plan” means the document certified as the In principle Habitats Regulations Derogation, Provision of Evidence, Appendix 3 Haisborough, Hammond and Winterton SAC In Principle Compensation by the Secretary of State for the purposes of this Order under article 37 (Certification of plans etc).

**Commencement Information**

**I410** Sch. 19 para. 23 in force at 1.1.2022, see [art. 1](#)

**24.** The authorised development may not be commenced until a plan for the work of the BSG has been submitted to and approved by the Secretary of State. Such plan must include:

- (a) terms of reference of the BSG;
- (b) the membership of the BSG;
- (c) details of the schedule of meetings, timetable for preparation of the BIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

**Commencement Information**

**I411** Sch. 19 para. 24 in force at 1.1.2022, see [art. 1](#)

**25.** The BSG must be consulted on the proposed BIMP prior to the submission to the Secretary of State and must be consulted further as required during the approval process.

**Commencement Information**

**I412** Sch. 19 para. 25 in force at 1.1.2022, see [art. 1](#)

**26.** The undertaker will meet with and report to the BSG at least annually throughout the establishment and implementation phases of the BIMP and document the conclusions of the meetings.

**Commencement Information**

**I413** Sch. 19 para. 26 in force at 1.1.2022, see [art. 1](#)

**27.** The BIMP must be submitted to and approved by the Secretary of State, in consultation with the MMO and the relevant statutory nature conservation body.

**Commencement Information**

**I414** Sch. 19 para. 27 in force at 1.1.2022, see [art. 1](#)

**28.** The BIMP must accord with the relevant principles contained in the HHW SAC compensation plan, must contain the relevant matters identified in paragraph 141 of the HHW SAC compensation plan and must include provision for:

- (a) the identification and retrieval of marine debris; and
- (b) education, awareness and facilities to limit further marine debris,

which are described as Strand 2 and Strand 3 respectively in section 4.3.4 of the HHW SAC compensation plan.

**Commencement Information**

**I415** Sch. 19 para. 28 in force at 1.1.2022, see [art. 1](#)

**29.** The BIMP must include in particular:

- (a) details of any further survey work required to confirm the presence and condition of marine debris;
- (b) details of the location, nature and size of material to be removed from the HHW SAC, which should equate to no less than 8.3 hectares to compensate for the predicted effects of cable installation and protection;
- (c) a method statement for its removal, to include the vessel type, tools used and mitigation for how impacts on the surrounding habitat will be minimised;
- (d) a programme of works for removal which must ensure that 8.3 hectares of marine debris has been removed prior to commencement of any cable installation works in the HHW SAC;
- (e) proposals for monitoring in accordance with the principles set out in the HHW SAC compensation plan as well as proposals for reporting of monitoring;
- (f) success criteria, adaptive management measures, details of alternative search areas outside the HHW SAC to remove the required quantum of marine debris if 8.3 hectares cannot be recovered from the HHW SAC itself and details of further marine debris removal work that might be carried out if the actual effects of cable installation and protection on the HHW SAC are greater than anticipated;
- (g) programme of delivery for education, awareness and provision of facilities to reduce further marine debris from affecting the HHW SAC;
- <sup>F15</sup>(h) details of how all impacts to protected reef habitats within the HHW SAC will be avoided where possible; and]
- (i) details of the locations for the disposal of dredged material, and evidence that the disposal mechanism will allow sediment to be retained within the sandbank system and avoid impacts to other features, particularly reef habitats.

**F15** Words in [Sch. 19 Pt. 3 para. 29\(h\)](#) substituted (12.8.2022) by [The Norfolk Boreas Offshore Wind Farm \(Corrections\) Order 2022 \(S.I. 2022/901\)](#), [art. 1\(2\)](#), [Sch.](#)

**Commencement Information**

**I416** Sch. 19 para. 29 in force at 1.1.2022, see [art. 1](#)

*Changes to legislation: There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021. (See end of Document for details)*

**30.** The BIMP must be carried out as approved, unless otherwise agreed in writing by the Secretary of State in consultation with the MMO and the relevant statutory nature conservation body. In particular, no cable installation works in the HHW SAC may be commenced unless at least 8.3 hectares of marine debris has been removed in accordance with the programme referred to in paragraph 29(d).

**Commencement Information**

**I417** Sch. 19 para. 30 in force at 1.1.2022, see [art. 1](#)

**31.** Unless otherwise agreed in writing with the Secretary of State, prior to the commencement of any cable installation works in the HHW SAC, the undertaker must—

- (a) provide a reasonable estimate of the cost of delivery of the compensation measures; and
- (b) put in place either—
  - (i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or
  - (ii) an alternative form of security for that purpose, that has been approved by the Secretary of State.

**Commencement Information**

**I418** Sch. 19 para. 31 in force at 1.1.2022, see [art. 1](#)

**32.** Results from the monitoring scheme must be submitted at least annually to the Secretary of State, the MMO and the relevant statutory nature conservation body. This must include details of any finding that the measures have been ineffective in securing an improvement in the condition of the HHW SAC and, in such case, proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the MMO and the relevant statutory nature conservation body.

**Commencement Information**

**I419** Sch. 19 para. 32 in force at 1.1.2022, see [art. 1](#)

**33.** A report which demonstrates completion of the activities required by the BIMP must be submitted to the Secretary of State within 12 months of completion of such activities and following approval of the report by the Secretary of State, in consultation with the MMO and the statutory nature conservation body, the undertaker will be discharged from any further obligations under this Part.

**Commencement Information**

**I420** Sch. 19 para. 33 in force at 1.1.2022, see [art. 1](#)

**34.** The approved BIMP includes any amendments that may subsequently be agreed in writing by the Secretary of State, in consultation with the MMO and the relevant statutory nature conservation body. Any amendments to or variations of the BIMP must be in accordance with the principles set out in the HHW SAC compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any new or materially different environmental effects from those considered in the HHW SAC compensation plan.

**Commencement Information**

**I421** Sch. 19 para. 34 in force at 1.1.2022, see [art. 1](#)

**35.** In the event of any conflict or inconsistency between the terms of the HHW SAC compensation plan and the provisions of this Order, the provisions of this Order shall prevail.

**Commencement Information**

**I422** Sch. 19 para. 35 in force at 1.1.2022, see [art. 1](#)

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## EXPLANATORY NOTES

*(This note is not part of the Order)*

This Order grants development consent for, and authorises Norfolk Boreas Limited to construct, operate and maintain a generating station located in the North Sea approximately 47km from the Norfolk coast, together with associated development. For the purposes of the development that it authorises Norfolk Boreas Limited is authorised by the Order compulsorily or by agreement to purchase land (including rights in land) and the right to use land, as well as to override easements and other rights. The Order also provides a defence to proceedings in respect of statutory nuisance and to discharge water. The Order imposes requirements in connection with the development for which it grants development consent.

The Order also grants deemed marine licences for the marine licensable activities, being the deposit of substances and articles and the carrying out of works, involved in the construction of the generating station and associated development. The deemed marine licences impose conditions in connection with the deposits and works for which they grant consent.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 37 (certification of plans, etc) of this Order may be inspected free of charge at the offices of North Norfolk District Council, Council Offices, Holt Road, Cromer, NR27 9EN.

**Changes to legislation:**

There are currently no known outstanding effects for the The Norfolk Boreas Offshore Wind Farm Order 2021.

**8. SHERINGHAM SHOAL AND DUDGEON EXTENSIONS OFFSHORE  
WIND FARM ORDER 2024**



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STATUTORY INSTRUMENTS

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**2024 No. 564**

**INFRASTRUCTURE PLANNING**

**The Sheringham Shoal and Dudgeon  
Extensions Offshore Wind Farm Order 2024**

*Made* - - - - *17th April 2024*

*Coming into force* - - *9th May 2024*

An application has been made to the Secretary of State under section 37 of the Planning Act 2008(1)(the “2008 Act”), and in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedures) Regulations 2009(2)for an order granting development consent.

The application was examined by a Panel appointed by the Secretary of State pursuant to section 61(3) and 65(4) of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of that Act and with the Infrastructure Planning (Examination Procedure) Rules 2010(5). The Panel has made a report and recommendation to the Secretary of State under section 74(2)(6) of the 2008 Act.

The Secretary of State has considered the report and recommendation of the Panel, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(7) and has had regard to the documents and matters referred to in section 104(2)(8) of the 2008 Act.

The Secretary of State is satisfied that special category land comprised within the Order land, when burdened with the new rights authorised for compulsory acquisition under the terms of this Order, will be no less advantageous than it was before such acquisition to the persons in whom it is vested; other persons, if any, entitled to rights of common or other rights; and the public; and that, accordingly, section 132(3)(9) of the 2008 Act applies.

The Secretary of State, having decided the application, has determined to make an order granting development consent for the development described in the application on terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

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(1) 2008 c. 29. Section 37 was amended by Chapter 6 of Part 6 of, and Schedule 13 to, the Localism Act 2011 (c. 20).  
(2) S.I. 2009/2264.  
(3) Section 61 was amended by section 128(2) and Schedule 13, paragraph 18 to the Localism Act 2011 (c. 20) and by section 26 of the Infrastructure Act 2015 (c. 7).  
(4) Section 65 was amended by Schedule 13, paragraph 22(2) and Schedule 25, paragraph 1 to the Localism Act 2011 (c. 20) and by section 27(1) of the Infrastructure Act 2015 (c. 7).  
(5) S.I. 2010/2013, amended by S.I. 2012/635.  
(6) Section 74 was amended by sections 128(2) and 237 and by Schedule 13, paragraph 29 and Schedule 25, paragraph 1, to the Localism Act 2011 (c. 20).  
(7) S.I. 2017/572.  
(8) Section 104 was amended by section 58(5) of the Marine and Coastal Access Act 2009 (c. 23) and by section 128(2) and Schedule 13, paragraphs 1 and 49(1) to (6) of the Localism Act 2011 (c. 20).  
(9) Section 132 was amended by section 24(3) of the Growth and Infrastructure Act 2013 (c. 27).

Accordingly, the Secretary of State, in exercise of the powers in sections 114, 115, 120(10), 122, 123, 140 and 149A of the 2008 Act, makes the following Order:

## PART 1

### Preliminary

#### Citation and commencement

1. This Order may be cited as the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024 and comes into force on 9th May 2024.

#### Interpretation

2.—(1) In this Order—

“the 1961 Act” means the Land Compensation Act 1961(11);

“the 1965 Act” means the Compulsory Purchase Act 1965(12);

“the 1980 Act” means the Highways Act 1980(13);

“the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981(14);

“the 1989 Act” means the Electricity Act 1989(15);

“the 1990 Act” means the Town and Country Planning Act 1990(16);

“the 1991 Act” means the New Roads and Street Works Act 1991(17);

“the 2003 Act” means the Communications Act 2003(18);

“the 2004 Act” means the Energy Act 2004(19);

“the 2008 Act” means the Planning Act 2008(20);

“the 2009 Act” means the Marine and Coastal Access Act 2009(21);

“the 2016 Regulations” means the Environmental Permitting (England and Wales) Regulations 2016(22);

“the 2017 Regulations” means the Conservation of Habitats and Species Regulations 2017(23);

“A47 Tuddenham Order” means the North Tuddenham to Easton Development Consent Order 2022(24);

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(10) Sections 114, 115 and 120 were amended by sections 128(2) and 140 and Schedule 13, paragraphs 1, 55(1), (2) and 60(1) and (3) of the Localism Act 2011 (c. 20). Relevant amendments were made to section 115 by section 160(1) to (6) of the Housing and Planning Act 2016 (c. 22)

(11) 1961 c. 33.

(12) 1965 c. 56.

(13) 1980 c. 66.

(14) 1981 c. 66.

(15) 1989 c. 29.

(16) 1990 c. 8.

(17) 1991 c. 22.

(18) 2003 c. 21.

(19) 2004 c. 20.

(20) 2008 c. 29.

(21) 2009 c. 23.

(22) S.I. 2016/1154.

(23) S.I. 2017/1012.

(24) S.I. 2022/911.



“A47 Tuddenham Scheme” means the highways scheme to be constructed pursuant to the A47 Tuddenham Order;

“access to works plan” means the plan or plans certified as the access to works plan or plans by the Secretary of State under article 37 (certification of plans and documents, etc.);

“ancillary works” means the ancillary works described in Part 2 (ancillary works) of Schedule 1 (authorised project) and any other works authorised by this Order and which are not development within the meaning of section 32 of the 2008 Act;

“authorised development” means the development and associated development described in Part 1 (authorised development) of Schedule 1 and any other development authorised by this Order that is development within the meaning of section 32 of the 2008 Act;

“authorised project” means the authorised development and the ancillary works;

“book of reference” means the document certified as the book of reference by the Secretary of State under article 37 (certification of plans and documents, etc.);

“building” includes any structure or erection or any part of a building, structure or erection;

“buoy” means any floating device used for navigational purposes or measurement purposes including LiDAR buoys, wave buoys and guard buoys;

“cable” means any onshore or offshore cable and includes direct-lay cables and cables laid in cable ducts;

“cable circuit” means a number of electrical conductors necessary to transmit electricity between two points within the authorised development comprising for HVAC transmission three conductors which may be bundled as one cable or take the form of three separate cables and the circuit may include one or more auxiliary cables (normally fibre optic cables) for the purpose of control, monitoring, protection or general communications;

“cable crossing” means a crossing of existing subsea cables or pipelines or other existing infrastructure by a cable or, where cables run together in parallel, a set of cables authorised by this Order together with physical protection measures including rock placement or other cable protection;

“cable ducts” means conduits for the installation of cables;

“cable protection” means measures to protect cables from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

“carriageway” has the same meaning as in the 1980 Act;

“commence” means either—

- (a) in relation to works seaward of MHWS, the first carrying out of any licensed marine activities authorised by the deemed marine licences, save for pre-construction surveys and monitoring approved under the deemed marine licences; or
- (b) in respect of any other works, the first carrying out of any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project except for pre-commencement works;

and the words “commence” and “commencement” must be construed accordingly;

“commercial operation” means in relation to any part of the authorised project, the exporting, transmission or conversion, on a commercial basis, of electricity;

“construction compound” means a temporary construction area associated with the onshore works including (as required) but not limited to hardstanding, temporary fencing, lighting, ground preparation, site offices and workshop facilities, general storage, storage of plant,

storage of spoil, cable drums, ducting and other construction materials; welfare facilities; car parking; waste management, lay-down areas; banded generators; fuel storage or any other means of enclosure or areas required for construction purposes;

“Cromer Shoal Chalk Beds MCZ” means the Marine Conservation Zone designated by the Secretary of State under the Cromer Shoal Chalk Beds Marine Conservation Zone Designation Order 2016(25);

“crossing schedule” means the document certified as the crossing schedule by the Secretary of State under article 37 (certification of plans and documents, etc.);

“deemed marine licences” means the marine licences set out in Schedules 10 to 13;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire WS14 9PY and any successor body to its functions;

“DEL” means Dudgeon Extension Limited, company number 12148301, whose registered office is at 1 Kingdom Street, London W2 6BD;

“design and access statement” means the document certified as the design and access statement by the Secretary of State under article 37 (certification of plans and documents, etc.);

“DEP North” means the array extension area located to the north of DOW;

“DEP South” means the array extension area located to the south of DOW;

“DOW” means the Dudgeon Offshore Wind Farm;

“DOW section 36 consent” means the consent granted by the Secretary of State for Energy and Climate Change to Dudgeon Offshore Wind Limited for the construction and operation of DOW dated 6 July 2012 (reference 12.04.09.04/227C) (as varied);

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State under article 37 (certification of plans and documents, etc.);

“Dudgeon Extension Project” means the Dudgeon Extension Project offshore works and the Dudgeon Extension Project onshore works;

“Dudgeon Extension Project offshore works” means—

- (a) in the event of scenario 1, 2 or 3, Work Nos. 1B to 7B and any other authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1B, 2B, the integrated offshore works and any other authorised development associated with those works;

“Dudgeon Extension Project onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8B to 14B, the scenario 3 integrated onshore works, Work Nos. 18B to 22B, and any other authorised development associated with those works;
- (c) in the event of scenario 4, Work Nos. 10B, 11B, 13B, 14B, the scenario 4 integrated onshore works, Work Nos. 18B to 22B, and any other authorised development associated with those works;

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 37 (certification of plans and documents, etc.);

“FEP phase 2 site” means the area of land on which phase 2 of the Food Enterprise Park is located, through which the Sheringham Shoal Extension Project onshore works and Dudgeon Extension Project onshore works pass, and which is shown on Figure 1 of the Supplemental Environmental Information to support the Applicant’s material change request;

“gravity base structure foundation” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast, skirts or other additional fixings, and associated equipment including scour protection, J-tubes, corrosion protection systems, access platforms and equipment and separate topside connection structures or integrated transition pieces;

“habitats regulations derogation provision of evidence, annex 2A - outline sandwich tern compensation implementation and monitoring plan” means the document certified as the habitats regulations derogation provision of evidence, annex 2A - outline sandwich tern compensation implementation and monitoring plan by the Secretary of State under article 38;

“habitats regulations derogation provision of evidence, annex 3A - outline kittiwake compensation implementation and monitoring plan” means the document certified as the habitats regulations derogation provision of evidence, annex 3A - outline kittiwake compensation implementation and monitoring plan by the Secretary of State under article 38;

“HAT” means highest astronomical tide;

“HDD” or “horizontal direction drilling” refers to a trenchless technique for installing cables and cable ducts involving drilling in an arc between two points;

“highway” has the same meaning as in section 328 of the 1980 Act;

“highway authority” has the same meaning as in the 1980 Act;

“horizontal directional drilling compound” means a construction site associated with horizontal directional drilling including hard standing, lay down and storage areas for construction materials and equipment, areas for spoil, areas for vehicular parking, banded storage areas, areas comprising water and bentonite tanks, pumps and pipes, welfare facilities including offices and canteen and washroom facilities, wheel washing facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

“HVAC” means high voltage alternating current;

“in-field cable” means a subsea cable linking two or more offshore structures;

“in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation” means the document certified as the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation by the Secretary of State under article 37 (certification of plans and documents, etc.);

“integrated offshore substation platform” means a single offshore substation platform to be constructed and operated for the benefit of both SEL and DEL comprised within Work No. 3C;

“integrated offshore works” means Work Nos. 3C, 4C, 5C, 6C and 7C;

“integrated onshore substation” means a single onshore HVAC substation constructed and operated for the benefit of both SEL and DEL comprised within Work No. 15C;

“integrated works” means the integrated offshore works and the scenario 3 integrated onshore works or the scenario 4 integrated onshore works;

“interlink cable” means a subsea cable linking two offshore areas;

“intrusive” means an activity that requires or is facilitated by breaking the surface of the ground (but does not include the installation of fence or signage posts);

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as J-tubes, corrosion protection systems and access platforms;

“joint bay” means an excavation located at regular intervals along the cable route consisting of a concrete flat base slab constructed beneath the ground to facilitate the jointing together of the cables;

“land plans” means the plans certified as the land plans by the Secretary of State under article 37 (certification of plans and documents, etc.);

“LAT” means lowest astronomical tide;

“lead local flood authority” has the same meaning as in section 6(7) (other definitions) of the Flood and Water Management Act 2010(26);

“link box” means the underground metal box placed within a plastic or concrete pit where the metal sheaths between adjacent export cable sections are connected and earthed, installed within a ground level manhole or inspection chamber to allow access to the link box for regular maintenance or fault-finding purposes;

“maintain” includes inspect, upkeep, repair, adjust and alter and further includes remove, reconstruct and replace, (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works), any cable, any component part of any wind turbine generator, offshore electrical substation, offshore accommodation platform, meteorological mast, and the onshore transmission works described in Part 1 of Schedule 1 (authorised development) not including removal, reconstruction or replacement of foundations and buildings associated with the onshore project substation) to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“Marine Licence 1” means the marine licence in Schedule 10 (Marine Licence 1:– Sheringham Shoal Extension Project Offshore Generation Work No. 1A, 2A and 6A or 6C);

“Marine Licence 2” means the marine licence in Schedule 11 (Marine Licence 2: – Dudgeon Extension Project Offshore Generation Work No. 1B, 2B and 6B or 6C);

“Marine Licence 3” means the marine licence in Schedule 12 (Marine Licence 3: Sheringham Shoal Extension Project Offshore Transmission– Work Nos. 3A to 7A or 3C to 7C);

“Marine Licence 4” means the marine licence in Schedule 13 (Marine Licence 4: – Dudgeon Extension Project Offshore Transmission Work Nos. 3B to 7B or 3C to 7C);

“MCA” means the Maritime and Coastguard Agency;

“MHWS” or “mean high water springs” means the highest level that spring tides reach on average over a period of time;

“MLWS” or “mean low water springs” means the lowest level that spring tides reach on average over a period of time;

“MMO” means the Marine Management Organisation;

“monopile foundation” means a steel pile driven or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“National Grid substation connection works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 16A, 16B, 17A and 17B; or
- (b) in the event of scenario 3 or scenario 4, Work Nos. 16C and 17C;

“National Highways” means National Highways Limited (company number 09346363) whose registered office is Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ or any

such successor or replacement body that may from time to time be primarily responsible for the functions, duties and responsibilities currently exercised by that statutory body;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State under article 37 (certification of plans and documents, etc.);

“offshore order limits and grid coordinates plan” means the plans certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 37 (certification of plans and documents, etc.);

“offshore substation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad, containing—

- (a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;
- (b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

“offshore works” means—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A, 1B to 7B and any other authorised development associated with those works;
- (b) in the event of scenario 4, Work Nos. 1A, 1B, 2A, 2B, the integrated offshore works, and any other authorised development associated with those works;

“onshore cable corridor” means the areas shown on the works plans (onshore) for Work Nos. 12A, 12B and 12C;

“onshore construction works” means—

- (a) temporary haul roads;
- (b) vehicular accesses; and
- (c) construction compound(s), or if horizontal directional drilling is to be used, horizontal directional drilling compound(s);

“onshore DEP substation” means an onshore HVAC substation constructed and operated for the benefit of DEL comprised within Work No. 15B;

“onshore HVAC substation” means a compound comprising an onshore HVAC substation containing electrical equipment required to switch, transform, convert electricity and provide reactive power compensation, with external landscaping and means of access;

“onshore SEP substation” means an onshore HVAC substation constructed and operated for the benefit of SEL comprised within Work No. 15A;

“onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A, Work Nos. 8B to 22B and any other authorised development associated with those works; or

- (b) in the event of scenario 3, Work Nos. 8A to 14A, 8B to 14B, the scenario 3 integrated onshore works, 18A to 22A, 18B to 22B and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A and 18B to 22B, the scenario 4 integrated onshore works and any other authorised development associated with those works;

“Order land” means the land shown on the land plans which is within the limits of land to be acquired or used and described in the book of reference;

“Order limits” means the limits shown on the works plans within which the authorised project may be carried out, whose grid coordinates seaward of MHWS are set out in Part 1 of Schedule 1 of this Order;

“outline Cromer Shoal Chalk Beds Marine Conservation Zone cable specification, installation and monitoring plan” means the document certified as the outline Cromer Shoal Chalk Beds Marine Conservation Zone specification, installation and monitoring plan by the Secretary of State under article 37 (certification of plans and documents, etc.);

“outline code of construction practice” means the document certified as the outline code of construction practice by the Secretary of State under article 37 (certification of plans and documents, etc.);

“outline construction traffic management plan” means the document certified as the outline traffic management plan by the Secretary of State under article 37 (certification of plans and documents, etc.);

“outline ecological management plan” means the document certified as the outline ecological management plan by the Secretary of State under article 37 (certification of plans and documents, etc.);

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State under article 37 (certification of plans and documents, etc.);

“outline landscape management plan” means the document certified as the outline landscape management plan by the Secretary of State under article 37 (certification of plans and documents, etc.);

“outline marine traffic monitoring plan” means the document certified as the outline marine traffic monitoring plan by the Secretary of State under article 37 (certification of plans and documents, etc.);

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 37 (certification of plans and documents, etc.);

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State under article 37 (certification of plans and documents, etc.);

“outline operational drainage strategy (onshore substation)” means the document certified as the outline operational drainage strategy (onshore substation) by the Secretary of State under article 37 (certification of plans and documents, etc.);

“outline public rights of way strategy” means the document certified as the outline public rights of way strategy by the Secretary of State under article 37 (certification of plans and documents, etc.);

“outline skills and employment plan” means the document certified as the outline skills and employment plan by the Secretary of State under article 37 (certification of plans and documents, etc.);

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State under article 37 (certification of plans and documents, etc.);

“outline written scheme of investigation (onshore)” means the document certified as the outline written scheme of investigation (onshore) by the Secretary of State under article 37 (certification of plans and documents, etc.);

“owner”, in relation to land, has the same meaning as in section 7 of the Acquisition of Land Act 1981(27);

“pre-commencement works” means site clearance, demolition, early planting of landscaping works, archaeological investigations, environmental surveys, ecological mitigation, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, the diversion and laying of services, the erection of any temporary means of enclosure, the erection of welfare facilities, creation of site accesses and the temporary display of site notices or advertisements;

“public communications provider” has the same meaning as in section 151(1) of the 2003 Act;

“public rights of way plan” means the plans certified as the public rights of way (to be temporarily stopped up) plan by the Secretary of State under article 37 (certification of plans and documents, etc.);

“relevant planning authority” means the district planning authority for the area in which the land to which the relevant provision of this Order applies is situated;

“requirement” means a requirement set out in Schedule 2; and a reference to a numbered requirement is a reference to the requirement set out in the paragraph of the same number of that Schedule;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, mattresses with or without frond devices, flow energy dissipation devices and rock and gravel placement;

“SEL” means Scira Extension Limited, company number 12239260, whose registered office is at 1 Kingdom Street, London W2 6BD;

“scenario 1” means each generating station will be constructed in any one of the following ways—

- (a) the construction of the Sheringham Shoal Extension Project only where the Dudgeon Extension Project does not proceed to construction;
- (b) the construction of the Dudgeon Extension Project only where the Sheringham Shoal Extension Project does not proceed to construction;
- (c) sequential construction where the Sheringham Shoal Extension Project is constructed first then the Dudgeon Extension Project is constructed second or vice versa; or
- (d) concurrent construction of the Sheringham Shoal Extension Project and the Dudgeon Extension Project;

“scenario 2” means a sequential construction scenario in which either the Sheringham Shoal Extension Project is constructed first and SEL installs the ducts for the Dudgeon Extension Project or the Dudgeon Extension Project is constructed first and DEL installs the ducts for the Sheringham Shoal Extension Project;

“scenario 3” means—

- (a) sequential or concurrent construction of Work Nos. 1A to 14A, 18A to 22A, 1B to 14B, 18B to 22B; and
- (b) construction of the scenario 3 integrated onshore works; “scenario 3 integrated onshore works” means Work Nos. 15C to 17C;

“scenario 4” means—

- (a) sequential or concurrent construction of Work Nos. 1A, 1B, 2A, 2B, 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A, 18B to 22B; and
- (b) construction of the integrated offshore works and the scenario 4 integrated onshore works;

“scenario 4 integrated onshore works” means Works Nos. 8C, 9C, 12C, 15C, 16C and 17C;

“Sheringham Shoal Extension Project” means the Sheringham Shoal Extension Project onshore works and the Sheringham Shoal Extension Project offshore works;

“Sheringham Shoal Extension Project offshore works” means—

- (a) in the event of scenario 1, 2 or 3, Work Nos. 1A to 7A and any authorised development associated with those works; or
- (b) in the event of Scenario 4, Work Nos. 1A, 2A, the integrated offshore works and any other authorised development associated with those works;

“Sheringham Shoal Extension Project onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, the scenario 3 integrated onshore works, 18A to 22A and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 11A, 13A, 14A, the scenario 4 integrated onshore works, 18A to 22A and any other authorised development associated with any of those works;

“special category land plan” means the plan certified as the special category land plan by the Secretary of State under article 37 (certification of plans and documents, etc.);

“statutory historic body” means Historic England or its successor in function;

“statutory nature conservation body” means an organisation charged by the government with advising on nature conservation matters;

“statutory undertaker” means any person falling within section 127(8) of the 2008 Act and a public communications provider as defined in section 151 of the 2003 Act;

“strategic road network” means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority;

“street” means a street within the meaning of section 48 of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes part of a street;

“street authority”, in relation to a street, has the same meaning as in section 49 of the 1991 Act;

“streets (to be temporarily stopped up) plan” means the plans certified as the streets (to be temporarily stopped up) plan by the Secretary of State under article 37 (certification of plans and documents, etc.);

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket or monopile foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;



“supplemental environmental information to support the Applicant’s material change request” means the document certified as the Supplemental Environmental Information to support the Applicant’s material change request by the Secretary of State under article 37 (certification of plans and documents, etc.);

“tree preservation order and hedgerow plan” means the plan certified as the tree preservation order and hedgerow plan by the Secretary of State under article 38;

“transition joint bay” means an underground concrete bay where offshore export cables are jointed to onshore export cables;

“transition piece” means a metal structure attached to the top of a foundation where the base of a wind turbine generator is connected and may include additional equipment such as J-tubes, corrosion protection systems, boat access systems, access platforms, craneage, electrical transmission equipment and associated equipment;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“undertaker” means, subject to article 5 (benefit of Order)—

- (a) for the purposes of constructing, maintaining and operating the Sheringham Shoal Extension Project and any related ancillary works, SEL;
- (b) for the purposes of constructing, maintaining and operating the Dudgeon Extension Project and any related ancillary works, DEL;
- (c) for the purposes of constructing, maintaining and operating the integrated works, SEL and DEL; and any restrictions, liabilities and obligations arising in relation to any integrated works apply to the undertaker exercising the powers under this Order in relation to the integrated works; and
- (d) in any other case, SEL and DEL;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“watercourse” includes all rivers, streams, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain;

“wind turbine generator” means a structure comprising a tower, a rotor with three blades connected at the hub, a nacelle and ancillary electrical and other equipment which may include J-tubes, transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter transfer facilities and other associated equipment, fixed to a foundation or transition piece;

“works plans” means the works plans (offshore) and the works plans (onshore);

“works plans (offshore)” means the plans certified as the works plans (offshore) by the Secretary of State under article 37 (certification of plans and documents, etc.); and

“works plans (onshore)” means the plans certified as the works plans (onshore) by the Secretary of State under article 37 (certification of plans and documents, etc.).

(2) References in this Order to rights over land include references to rights to do or to place and maintain, anything in, on or under land or in the air space above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over the land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or which is an interest otherwise comprised in the Order land.

(3) All distances, directions, and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised project are to be taken to be measured along that work.

(4) References in this Order to a numbered work are references to a work so numbered in Part 1 (authorised development) of Schedule 1 (authorised project).

(5) Unless otherwise stated, references in this Order to points identified by letters are references to the points so lettered on the works plans.

(6) References in this Order to coordinates are references to coordinates on the World Geodetic System 1984 datum.

(7) In this Order “includes” must be construed without limitation unless the contrary intention appears

## PART 2

### Principal powers

#### Development consent granted by the Order

3.—(1) Subject to the provisions of this Order including the requirements—

- (a) SEL is granted development consent for the Sheringham Shoal Extension Project and related ancillary works;
- (b) DEL is granted development consent for the Dudgeon Extension Project and related ancillary works; and
- (c) SEL and DEL are granted development consent for the integrated works;

to be carried out within the Order limits.

(2) Unless otherwise stated in Schedule 2, the requirements apply to scenario 1, scenario 2, scenario 3 and scenario 4.

#### Maintenance of the authorised project

4.—(1) The undertaker may at any time maintain the authorised project except to the extent that this Order or any agreement made under this Order provides otherwise.

(2) Paragraph (1) does not relieve the undertaker of any requirement to obtain any further licence under Part 4 (marine licensing) of the 2009 Act for licensable activities not covered by the deemed marine licences.

#### Benefit of Order

5.—(1) Subject to this article, the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Subject to paragraphs (6), (7) and (8) the undertaker may with the written consent of the Secretary of State—

- (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (3) below) and such related statutory rights as may be agreed between the undertaker and the transferee; and
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of the Order (excluding the deemed marine licences referred to in paragraph (3) below) and such related statutory rights as may be so agreed.

except where paragraph (8) applies, in which case no consent of the Secretary of State is required.

(3) Subject to paragraph (6), the undertaker may with the written consent of the Secretary of State and where an agreement has been made in accordance with paragraph (2)(a), transfer to the transferee the whole of any deemed marine licences and such related statutory rights as may be agreed between the undertaker and the transferee, except where paragraph (8) applies, in which case no consent of the Secretary of State is required.

(4) Where an agreement has been made in accordance with paragraph (2) or (3) references in this Order to the undertaker, except in paragraphs (7) and (13), shall include references to the transferee or lessee.

(5) The undertaker must consult the Secretary of State before making an application for consent under this article by giving notice in writing of the proposed application.

(6) The Secretary of State must consult the MMO before giving consent to the transfer of the benefit of the whole of any deemed marine licences under paragraph (3).

(7) Where the undertaker has transferred any benefit under paragraph (2) or (3), or for the duration of any period during which the undertaker has granted any benefit, under paragraph (2)—

- (a) the benefit transferred or granted (“the transferred benefit”) shall include any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;
- (b) the transferred benefit shall reside exclusively with the transferee or, as the case may be, the lessee and the transferred benefit shall not be enforceable against the undertaker save in the case of a deemed marine licence transferred or granted in respect of any breach of an obligation by the undertaker which occurs prior to such transfer or grant or which occurs as a result of any activity carried out by the undertaker on behalf of the transferee; and
- (c) the exercise by a person of any benefits or rights conferred in accordance with any transfer under paragraph (2) or (3) or grant under paragraph (2) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(8) The consent of the Secretary of State is required for the exercise of powers under paragraph (2) or (3) except where—

- (a) the transferee or lessee is the holder of a licence under section 6 of the 1989 Act; or
- (b) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—
  - (i) no such claims have been made;
  - (ii) any such claim has been made and has been compromised or withdrawn;
  - (iii) compensation has been paid in final settlement of any such claim;
  - (iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or
  - (v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation shall be payable; or
  - (vi) the transferee or lessee is National Highways for the purposes of undertaking any works to install ducts under the strategic road network as set out in Work Nos. 12A, 12B or 12C.

(9) Prior to any transfer or grant under this article taking effect the undertaker must give notice in writing to the Secretary of State, and if such transfer or grant relates to the exercise of powers in their area, to the MMO and the relevant planning authority.

(10) A notice required under paragraphs (5) and (9) must—

- (a) state—

- (i) the name and contact details of the person to whom the benefit of the provisions will be transferred or granted;
  - (ii) subject to paragraph (11), the date on which the transfer will take effect;
  - (iii) the provisions to be transferred or granted;
  - (iv) the restrictions, liabilities and obligations that, in accordance with paragraph (7)(c), will apply to the person exercising the powers transferred or granted; and
  - (v) where paragraph (8) does not apply, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land;
- (b) be accompanied by—
- (i) where relevant, a plan showing the works or areas to which the transfer or grant relates; and
  - (ii) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.

(11) The date specified under paragraph (10)(a)(ii) in respect of a notice served in respect of paragraph (9) must not be earlier than the expiry of fourteen days from the date of the receipt of the notice.

(12) The notice given under paragraph (9) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

(13) The provisions of articles 8 (street works), 10 (temporary closure of streets), 17 (compulsory acquisition of land), 19 (compulsory acquisition of rights), 25 (temporary use of land for carrying out the authorised project) and 26 (temporary use of land for maintaining the authorised project) shall have effect only for the benefit of the undertaker and a person who is a transferee or lessee who is also—

- (a) in respect of Work Nos. 8A to 22A, 8B to 22B, 8C to 9C, 12C and 15C to 17C, a person who holds a licence under the 1989 Act; or
- (b) in respect of functions under article 8 relating to streets, a street authority.

(14) Section 72(7) and (8) of the 2009 Act (variation, suspension, revocation and transfer) do not apply to a transfer of grant of the benefit of the provisions of any deemed marine licences to another person by the undertaker pursuant to an agreement under this article.

### **Disapplication and modification of legislative provisions**

6.—(1) The following provisions do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project—

- (a) the 2016 Regulations, to the extent that they require a permit for anything that would have required consent made under section 109 of the Water Resources Act 1991<sup>(28)</sup> immediately before the repeal of that section or for any activities defined under the 2016 Regulations as flood risk activities;
- (b) Section 23 (prohibition of obstructions etc. in watercourses)<sup>(29)</sup> of the Land Drainage Act 1991;
- (c) the provisions of any byelaws made under, or having effect as if made under, paragraph 5, 6 or 6A of Schedule 25 to the Water Resources Act 1991 (byelaw-making powers of the Appropriate Agency) that require consent or approval for the carrying out of the works;

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<sup>(28)</sup> 1991 c. 59. Section 109 has been repealed.

<sup>(29)</sup> 1991 c. 59.

- (d) the provisions of any byelaws made under, or having effect as if made under, section 66 (powers to make byelaws) of the Land Drainage Act 1991 that require consent or approval for the carrying out of the works; and
- (e) the provisions of the Neighbourhood Planning Act 2017<sup>(30)</sup> in so far as they relate to the temporary possession of land under articles 25 (temporary use of land for carrying out the authorised project) and 26 (temporary use of land for maintaining the authorised project) under this Order.

(2) For the purpose of carrying out development authorised by this Order only, regulation 6(1) (permitted work)<sup>(31)</sup> of the Hedgerows Regulations 1997 (permitted work) is deemed to be amended by inserting the following sub-paragraph after sub-paragraph (1)(j)—

“or

- (k) for carrying out development which has been authorised by an order granting development consent pursuant to section 114 of the Planning Act 2008.”.

(3) In the event that any compliance with the provision of—

- (a) this Order means that the A47 Tuddenham Scheme will be carried out in breach of the terms of the A47 Tuddenham Order or that National Highways cannot comply with the terms of the A47 Tuddenham Order; or
- (b) the A47 Tuddenham Order means that the authorised development will be carried out in breach of the terms of this Order or that the undertaker cannot comply with the terms of this Order;

section 161(1) of the 2008 Act shall not apply to that breach.

### **Defence to proceedings in respect of statutory nuisance**

7.—(1) Where proceedings are brought under section 82(1) (summary proceedings by persons aggrieved by statutory nuisances)<sup>(32)</sup> of the Environmental Protection Act 1990 in relation to a nuisance falling within paragraph (g) of section 79(1)<sup>(33)</sup> of that Act (statutory nuisances and inspections therefor) no order may be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) the defendant shows that the nuisance—
  - (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project and is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction sites), or a consent given under section 61 (prior consent for work on construction sites), of the Control of Pollution Act 1974<sup>(34)</sup>; or
  - (ii) is a consequence of the construction or maintenance of the authorised project and cannot reasonably be avoided;
- (b) the defendant shows that the nuisance—
  - (i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and is attributable to the use of the authorised project being used in compliance with requirement 21 (control of noise during operational phase); or

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<sup>(30)</sup> 2017 c. 20.

<sup>(31)</sup> S.I. 1997/1160. Regulation 6 was amended by paragraph 35 of Schedule 1 to S.I. 2015/377.

<sup>(32)</sup> 1990 c. 43. Section 82 was amended by sections 101 and 102 of the Clean Neighbourhoods and Environment Act 2005 (c. 16).

<sup>(33)</sup> Section 79 was amended by paragraph 89 of Schedule 22 to Environment Act 1995 (c. 25).

<sup>(34)</sup> 1974 c. 40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55), paragraph 15 of Schedule 15 to the Environmental Protection Act 1990 (c. 43) and Schedule 24 to the Environment Act 1995.

(ii) is a consequence of the use of the authorised project and cannot reasonably be avoided.

(2) Section 61(9) of the Control of Pollution Act 1974 does not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project.

## PART 3

### Streets

#### Street works

**8.**—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schedule 3 (streets subject to street works) as is within the Order limits and may—

- (a) break up or open the street or any sewer, drain or tunnel under it;
- (b) tunnel or bore under the street;
- (c) remove or use all earth and materials in on or under the street;
- (d) place and keep apparatus under the street;
- (e) maintain apparatus under the street or change its position; and
- (f) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (e).

(2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(3) In this article “apparatus” has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act.

#### Application of the 1991 Act

**9.**—(1) The provisions of the 1991 Act mentioned in paragraph (2) that apply in relation to the carrying out of street works under that Act and any regulations made, or code of practice issued or approved, under those provisions apply (with all necessary modifications) in relation to—

- (a) the carrying out of works under article 8 (street works); and
- (b) the temporary stopping up, alteration or diversion of a street by the undertaker under article 10 (temporary closure of streets);

whether or not the carrying out of the works or the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

(2) The provisions of the 1991 Act<sup>(35)</sup> are—

- (a) subject to paragraph (3), section 55 (notice of starting date of works);
- (b) section 57 (notice of emergency works);
- (c) section 60 (general duty of undertakers to co-operate);
- (d) section 68 (facilities to be afforded to street authority);
- (e) section 69 (works likely to affect other apparatus in the street);

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(35) Sections 55, 57, 60, 68 and 69 were amended by the Traffic Management Act 2004 (c. 18).

- (f) section 76 (liability for cost of temporary traffic regulation);
- (g) section 77 (liability for cost of use of alternative route); and
- (h) all provisions of that Act that apply for the purposes of the provisions referred to in subparagraphs (a) to (g).

(3) Section 55 of the 1991 Act as applied by paragraph (2) has effect as if references in section 57 of that Act to emergency works included a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

### **Temporary closure of streets**

**10.**—(1) The undertaker, during and for the purposes of carrying out the authorised project, may temporarily close, alter or divert any street and may for any reasonable time—

- (a) divert the traffic or a class of traffic from the street; and
- (b) subject to paragraph (3), prevent persons from passing along the street.

(2) Without limiting paragraph (1), the undertaker may, during and for the purposes of carrying out the authorised project, use any street temporarily closed under the powers conferred by this article and within the Order limits as a temporary working site.

(3) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street affected by the temporary closure, alteration or diversion of a street under this article if there would otherwise be no such access.

(4) Without limiting paragraph (1), the undertaker may temporarily close, alter or divert the streets specified in column (1) of Schedule 5 (streets to be temporarily closed) to the extent specified in column (2) of that Schedule, by reference to the letters and numbers shown on the streets (to be temporarily stopped up) plan.

(5) The undertaker must not temporarily close, alter, divert or use as a temporary working site—

- (a) any street referred to in paragraph (4) without first consulting the street authority; and
- (b) any other street without the consent of the street authority, which may attach reasonable conditions to the consent.

(6) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).

(7) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (5)(b) that street authority is deemed to have granted consent.

### **Temporary closure of public rights of way**

**11.** The undertaker may in connection with the carrying out of the authorised project, temporarily close each of the public rights of way specified in column (2) of Schedule 4 (public rights of way to be temporarily closed) to the extent specified in column (3) of that Schedule, by reference to the letters shown on the public rights of way plan.

### **Access to works**

**12.**—(1) The undertaker may, for the purposes of the authorised project—

- (a) form, lay out and maintain means of access, or improve or maintain existing means of access, in the locations specified in columns (1) and (2) of Schedule 6 (access to works); and



- (b) with the approval of the relevant planning authority after consultation with the highway authority in accordance with requirement 16 (highway accesses), form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.

(2) If the relevant planning authority fails to notify the undertaker of its decision within 28 days of receiving an application for approval under paragraph (1)(b) that relevant planning authority is deemed to have granted approval.

#### **Agreements with street authorities**

- 13.**—(1) A street authority and the undertaker may enter into agreements with respect to—
- (a) any temporary closure, alteration or diversion of a street authorised by this Order; or
  - (b) the carrying out in the street of any of the works referred to in article 8 (street works).
- (2) Such an agreement may, without limiting paragraph (1)—
- (a) provide for the street authority to carry out any function under this Order that relates to the street in question;
  - (b) include an agreement between the undertaker and the street authority specifying a reasonable time for the completion of the works; and
  - (c) contain such terms as to payment and otherwise as the parties consider appropriate.

## **PART 4**

### **Supplemental powers**

#### **Discharge of water**

**14.**—(1) Subject to paragraphs (3) and (4) below the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may inspect, lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) must be determined as if it were a dispute under section 106 (right to communicate with public sewers)(36) of the Water Industry Act 1991.

(3) The undertaker must not discharge any water into a watercourse, public sewer or drain except with the consent of the person to whom it belongs; and such consent may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld.

(4) The undertaker must not carry out any works to any public sewer or drain pursuant to paragraph (1) except—

- (a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and
- (b) where that person has been given the opportunity to supervise the making of the opening.

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(36) 1991 c. 56. Section 106 was amended by section 35(8) and 43(2) of and paragraph 1 of Schedule 2 to the Competition and Service (Utilities) Act 1992 (c. 43) and sections 36(2) and 99 of the Water Act 2003 (c. 37).



(5) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(6) The undertaker must not, in carrying out or maintaining works pursuant to this article damage or interfere with the bed or banks of any watercourse forming part of a main river.

(7) Nothing in this article overrides the requirement for an environmental permit under Regulation 12(1)(b) of the 2016 Regulations insofar as the discharge activity comes within the definition contained within the 2016 Regulations.

(8) In this article—

- (a) “watercourse” has the meaning given in the Land Drainage Act 1991;
- (b) “public sewer or drain” means a sewer or drain that belongs to the Environment Agency, a relevant drainage authority, a local authority or a sewerage undertaker; and
- (c) other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991 have the same meaning as in that Act.

(9) If a person who receives an application for consent or approval fails to notify the undertaker of a decision within 28 days of receiving an application for consent under paragraph (3) or approval under paragraph (4)(a) that person is deemed to have granted consent or given approval, as the case may be.

### **Protective work to buildings**

**15.**—(1) Subject to the provisions of this article, the undertaker may at its own expense carry out such protective works to any building within the Order limits as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

- (a) at any time before or during the carrying out of any part of the authorised project in the vicinity of the building; or
- (b) after the completion of that part of the authorised project in the vicinity of the building at any time up to the end of the period of five years beginning with the day on which that part of the authorised project is brought into commercial operation.

(3) For the purpose of determining how the powers under this article are to be exercised the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage.

(4) For the purpose of carrying out protective works under this article to a building the undertaker may (subject to paragraphs (5) and (6))—

- (a) enter the building and any land within its curtilage; and
- (b) where the works cannot be carried out reasonably conveniently without entering land that is adjacent to the building but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

- (a) a power under paragraph (a) to carry out protective works to a building;
- (b) a power under paragraph (3) to enter a building and land within its curtilage;
- (c) a power under paragraph (4)(a) to enter a building and land within its curtilage; or
- (d) a power under paragraph (4)(b) to enter land;

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days’ notice of its intention to exercise that power and, in a case

falling within sub-paragraph (a), (c) or (d), the notice must specify the protective works proposed to be carried out.

(6) Where a notice is served under sub-paragraph (5)(a), (5)(c) or (5)(d), the owner or occupier of the building or land concerned may, by serving a counter-notice within 10 days beginning with the day on which the notice was served, require the question of whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 43 (arbitration).

(7) The undertaker must compensate the owners and occupiers of any building or land in relation to which powers under this article have been exercised for any loss or damage arising to them by reason of the exercise of the powers.

(8) Where—

- (a) protective works are carried out under this article to a building; and
- (b) within the period of five years beginning with the day on which the part of the authorised project carried out in the vicinity of the building is brought into commercial operation it appears that the protective works are inadequate to protect the building against damage caused by the carrying out or use of that part of the authorised project;

the undertaker must compensate the owners and occupiers of the building for any loss or damage sustained by them.

(9) Nothing in this article relieves the undertaker of any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act.

(10) Any compensation payable under paragraph (7) or (8) must be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(11) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act<sup>(37)</sup> applies to the entry onto land under this article to the same extent as it applies in respect of the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(12) In this article, “protective works”, in relation to a building, means—

- (a) underpinning, strengthening and any other works the purpose of which is to prevent damage that may be caused to the building by the carrying out, maintenance or use of the authorised project; and
- (b) any works, the purpose of which is to remedy any damage that has been caused to the building by the carrying out, maintenance or use of the authorised project.

### **Authority to survey and investigate land**

**16.—**(1) The undertaker may for the purposes of this Order enter on any land within the Order limits or land which may be affected by the authorised project and—

- (a) survey or investigate the land;
- (b) without limiting sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;
- (c) without limiting sub-paragraph (a), carry out ecological or archaeological investigations on the land, including the digging of trenches; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and the making of trial holes.

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<sup>(37)</sup> Section 13 was amended by section 139 of, and paragraph 28(2) of Schedule 13 and paragraph 1 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner and occupier of the land. If the undertaker proposes to do any of the following, the notice must include details of what is proposed—

- (a) searching, boring or excavating;
- (b) leaving apparatus on the land; and
- (c) taking samples.

(3) Any person entering land under this article on behalf of the undertaker—

- (a) must, if so required before or after entering the land, produce written evidence of their authority to do so; and
- (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(4) No trial holes may be made under this article—

- (a) in land forming a railway without the consent of Network Rail<sup>(38)</sup>;
- (b) in land held by or in right of the Crown without the consent of the Crown;
- (c) in land located within the highway boundary without the consent of the highway authority;  
or
- (d) in a private street without the consent of the street authority,

but such consent must not be unreasonably withheld or delayed.

(5) After completion of the activities being undertaken pursuant to this article, any apparatus must be removed as soon as practicable, and the land must be restored to its original condition.

(6) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the powers conferred by this article, such compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) This article applies in relation to the onshore works only.

(8) If either a highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the application for consent—

- (a) under paragraph (4)(c) in the case of a highway authority; or
- (b) under paragraph (4)(d) in the case of a street authority;

that authority is deemed to have granted consent.

(9) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

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(38) As defined in Part 3 of Schedule 14 (For the Protection of Network Rail Infrastructure Limited).

## PART 5

### Powers of acquisition

#### Compulsory acquisition of land

17.—(1) SEL, with the consent of DEL such consent not to be unreasonably withheld, may acquire compulsorily so much of the Order land as is required for the Sheringham Shoal Extension Project or the integrated works, or to facilitate, or is incidental to, the construction and maintenance of the Sheringham Shoal Extension Project or the integrated works.

(2) DEL, with the consent of SEL such consent not to be unreasonably withheld, may acquire compulsorily so much of the Order land as is required for the Dudgeon Extension Project or the integrated works, or to facilitate, or is incidental to, the construction and maintenance of the Dudgeon Extension Project or the integrated works.

(3) If the undertaker whose consent is required under paragraph (1) or (2) fails to notify the undertaker requesting consent of its decision within 28 days of receiving an application for consent, the first mentioned undertaker is deemed to have given consent.

(4) This article is subject to—

- (a) article 18 (time limit for exercise of authority to acquire land compulsorily)
- (b) article 19 (compulsory acquisition of rights);
- (c) article 21 (acquisition of subsoil or airspace only);
- (d) article 24 (rights under or over streets)
- (e) article 25 (temporary use of land for carrying out the authorised project); and
- (f) article 36 (crown rights).

#### Time limit for exercise of authority to acquire land compulsorily

18.—(1) After the end of the period of 7 years beginning on the day on which this Order is made—

- (a) no notice to treat may be served under Part 1 of the 1965 Act; and
- (b) no declaration may be executed under section 4(39) (execution of declaration) of the 1981 Act as applied by article 21 (application of the 1981 Act).

(2) The authority conferred by article 25 (temporary use of land for carrying out the authorised project) ceases at the end of the period referred to in paragraph (1), but nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period if the land was entered, and possession was taken, before the end of that period.

#### Compulsory acquisition of rights

19.—(1) Subject to paragraph (3), SEL may, with the consent of DEL such consent not to be unreasonably withheld, acquire compulsorily such rights or impose such restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 18 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) Subject to paragraph (3), DEL may, with the consent of SEL such consent not to be unreasonably withheld, acquire compulsorily such rights or impose such restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 17, by creating them as well as by acquiring rights already in existence.

(3) Subject to the provisions of this paragraph, article 21 (private rights over land), article 26 (temporary use of land for carrying out the authorised project) and article 28 (statutory undertakers), in the case of the Order land specified in column (1) of Schedule 7 (land in which only new rights, etc. may be acquired), the powers of compulsory acquisition conferred under paragraph (1) and paragraph (2) are limited to the acquisition by the undertaker referred to in the corresponding entry in column (2) of that Schedule of such new rights and the imposition of restrictive covenants as may be required for the purpose specified in relation to that land in column (2) of that Schedule and as described in the book of reference.

(4) Subject to section 8 (other provisions as to divided land) of and Schedule 2A to the 1965 Act (counter-notice requiring purchase of land not in notice to treat) (as substituted by paragraph 5(8) of Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights), where the undertaker acquires a right over the Order land or imposes a restrictive covenant under this article, the undertaker is not required to acquire a greater interest in that land.

(5) Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of a restrictive covenant.

(6) In any case where the acquisition of new rights or the imposition of restrictive covenants under paragraph (1) or (2) is required for the purposes of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

(7) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

### **Private rights over land**

**20.**—(1) Subject to the provisions of this article, all private rights over land subject to compulsory acquisition under article 17 (compulsory acquisition of land) are extinguished—

- (a) from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) (powers of entry) of the 1965 Act;

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 19 (compulsory acquisition of rights) are extinguished in so far as their continuance would be inconsistent with the exercise of the right or the burden of the restrictive covenant—

- (a) from the date of the acquisition of the right or the imposition of the restrictive covenant by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act;

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right under this article is entitled to compensation in accordance with the terms of section 152 (compensation

in case where no right to claim in nuisance) of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) This article does not apply in relation to any right to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 27 (statutory undertakers) applies.

(6) Paragraphs (1) to (3) have effect subject to—

(a) any notice given by the undertaker before—

(i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;

(ii) the undertaker’s appropriation of the land;

(iii) the undertaker’s entry onto the land; or

(iv) the undertaker’s taking temporary possession of the land;

that any or all of those paragraphs do not apply to any right specified in the notice; or

(b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.

(7) If an agreement referred to in paragraph (6)(b)—

(a) is made with a person in or to whom the right is vested or belongs; and

(b) is expressed to have effect also for the benefit of those deriving title from or under that person;

the agreement is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

(8) References in this article to private rights over land include any trust, incident, easement, liberty, privilege, right or advantage to which the land is subject.

### **Application of the 1981 Act**

21.—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(2) The 1981 Act, as applied by paragraph (1), has effect with the following modifications.

(3) In section 1 (application of act), for subsection 2, substitute—

“(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.”.

(4) In section 5(2) (earliest date for execution of declaration) omit the words from “, and this subsection” to the end.

(5) Section 5A (time limit for general vesting declaration) is omitted.

(6) In section 5B (extension of time limit during challenge) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 5A” substitute “section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent) the seven year period mentioned in article 18 (time limit for exercise of authority to acquire land compulsorily) of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024”.

(7) In section 6 (notices after execution of declaration), in subsection (1)(b), for “section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981” substitute “section 134 (notice of authorisation of compulsory acquisition) of the Planning Act 2008”.

(8) In section 7 (constructive notice to treat), in subsection (1)(a), omit “(as modified by section 4 of the Acquisition of Land Act 1981)”.



(9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), for paragraph 1(2) substitute—

“(2) But see article 22 (acquisition of subsoil or airspace only) of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024, which excludes the acquisition of subsoil or airspace only from this Schedule.”.

(10) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and as modified by article 23 (modification of Part 1 of the 1965 Act)) to the compulsory acquisition of land under this Order.

### **Acquisition of subsoil or airspace only**

**22.**—(1) SEL may, with the consent of DEL such consent not to be unreasonably withheld, acquire compulsorily so much of, or such rights in, the subsoil of or the airspace over the land referred to in paragraph (1) of article 17 (compulsory acquisition of land) or article 19 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) DEL may, with the consent of SEL such consent not to be unreasonably withheld, acquire compulsorily so much of, or such rights in, the subsoil of or the airspace over the land referred to in paragraph (2) of article 17 (compulsory acquisition of land) or article 19 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(3) Where the undertaker acquires any part of, or rights in, the subsoil of or the airspace over land under paragraph (1) or (2), the undertaker is not required to acquire an interest in any other part of the land.

(4) The following do not apply in connection with the exercise of the power under paragraph (1) or (2) in relation to subsoil or airspace only—

- (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act;
- (b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and
- (c) Section 153(4A) (reference of objection to Upper Tribunal: general) of the 1990 Act.

(5) Paragraphs (3) and (4) do not apply where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory or airspace above a house, building or manufactory.

### **Modification of Part 1 of the 1965 Act**

**23.**—(1) Part 1 of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

(2) In section 4A(1) (extension of time limit during challenge) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 4” substitute “section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent), the seven year period mentioned in article 18 (time limit for exercise of authority to acquire land compulsorily) of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024”.

(3) In section 11A (powers of entry: further notice of entry)—

- (a) in subsection (1)(a), after “land” insert “under that provision”; and
- (b) in subsection (2), after “land” insert “under that provision”.

(4) In section 22(2) (interests omitted from purchase), for “section 4 of this Act” substitute “article 18 (time limit for exercise of authority to acquire land compulsorily) of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024”.

(5) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)—

(a) for paragraphs 1(2) and 14(2) substitute—

“(2) But see article 22(4) (acquisition of subsoil or airspace only) of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024, which excludes the acquisition of subsoil or airspace only from this Schedule;” and

(b) at the end insert—

## “PART 4

### INTERPRETATION

**30.** In this Schedule, references to entering on and taking possession of land do not include doing so under article 15 (protective work to buildings), article 25 (temporary use of land for carrying out the authorised project) or article 26 (temporary use of land for maintaining the authorised project) of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024.”.

#### **Rights under or over streets**

**24.—**(1) The undertaker may enter on and appropriate so much of the subsoil of or airspace over any street within the Order limits as may be required for the purposes of the authorised project and may use the subsoil or airspace for those purposes or any other purpose ancillary to the authorised project.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

(a) any subway or underground building; or

(b) any cellar, vault, arch or other construction in, on or under a street that forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person’s interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 (sharing of cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

#### **Temporary use of land for carrying out the authorised project**

**25.—**(1) The undertaker may, in connection with the carrying out of the authorised project—

(a) enter on and take temporary possession of—

(i) the land specified in columns (1) and (2) of Schedule 9 (land of which temporary possession only may be taken) for the purpose specified in relation to that land in column (3) of that Schedule; and



- (ii) any other Order land in respect of which no notice of entry has been served under section 11 (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) of the 1981 Act;
  - (b) remove any buildings, agricultural plant and apparatus, drainage, fences, debris and vegetation from that land;
  - (c) construct temporary works (including the provision of means of access), haul roads, security fencing, bridges, structures and buildings on that land;
  - (d) use the land for the purposes of a working site with access to the working site in connection with the authorised project;
  - (e) construct any works, or use the land, as specified in relation to that land in column (3) of Schedule 9, or any mitigation works;
  - (f) construct such works on that land as are mentioned in Part 1 (authorised development) of Schedule 1 (authorised project); and
  - (g) carry out mitigation works required pursuant to the requirements in Schedule 2.
- (2) Not less than 28 days before entering on and taking temporary possession of land under this article, the undertaker must serve notice of the intended entry on the owners and occupiers of the land.
- (3) The undertaker must not, remain in possession of the land under this article for longer than is reasonably necessary and in any event, without the agreement of the owners of the land, remain in possession of any land under this article—
- (a) in the case of land specified in paragraph (1)(a)(i) after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (4) of Schedule 9; or
  - (b) in the case of land specified in paragraph (1)(a)(ii) after the end of the period of one year beginning with the date of completion of the part of the authorised project for which temporary possession of the land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.
- (4) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, the undertaker must before giving up possession of land of which temporary possession has been taken under this article, remove all works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—
- (a) replace any building, structure, drain or electric line removed under this article;
  - (b) remove any drainage works installed by the undertaker under this article;
  - (c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 3 (streets subject to street works); or
  - (d) restore the land on which any works have been carried out under paragraph (1)(g) in so far as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 2.
- (5) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of any power conferred by this article.
- (6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, must be determined under Part 1 of the 1961 Act.

(7) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised project, other than loss or damage for which compensation is payable under paragraph (5).

(8) The undertaker may not compulsorily acquire under this Order new rights over or impose restrictive covenants over the land referred to in paragraph (1)(a)(i).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

### **Temporary use of land for maintaining the authorised project**

**26.**—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised project, the undertaker may—

- (a) enter on and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised project; and
- (b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised project for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised project, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory

acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

- (11) In this article “the maintenance period” means—
- (a) in relation to the maintenance of any tree, hedge or shrub planted as part of an approved landscape management plan the relevant period referred to in requirement 12(2); and
  - (b) in relation to any other part of the authorised project, means the period of five years beginning with the date on which that part of the authorised project is brought into commercial operation.

### **Statutory undertakers**

- 27.—(1) Subject to the provisions of article 40 (protective provisions), the undertaker may—
- (a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plans within the Order limits; and
  - (b) extinguish the rights of, and remove or reposition apparatus belonging to, statutory undertakers within the Order limits.

### **Recovery of costs of new connections**

28.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 27 (statutory undertakers), any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer, but where such a sewer is removed under article 27, any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer that communicated with that sewer;

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewage disposal plant.

(3) This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this article “public utility undertaker” means a gas, water, electricity or sewerage undertaker.

## **PART 6**

### **Operations**

#### **Operation of generating station**

29.—(1) SEL is authorised to operate the generating station comprised in the Sheringham Shoal Extension Project.

(2) DEL is authorised to operate the generating station comprised in the Dudgeon Extension Project.

(3) Paragraphs (1) and (2) do not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required from time to time to authorise the operation of an electricity generating station.

#### **Deemed marine licences under the 2009 Act**

**30.**—(1) The following marine licences are deemed to have been granted to SEL under Part 4 of the 2009 Act (marine licensing) for the licensed activities specified in Part 1 of each licence and subject to the conditions specified in Part 2 of each licence—

- (a) Marine Licence 1 (set out in Schedule 10); and
- (b) Marine Licence 3 (set out in Schedule 12).

(2) The following marine licences are deemed to have been granted to DEL under Part 4 of the 2009 Act (marine licensing) for the licensed activities specified in Part 1 of each licence and subject to the conditions specified in Part 2 of each licence—

- (a) Marine Licence 2 (set out in Schedule 11); and
- (b) Marine Licence 4 (set out in Schedule 13).

## **PART 7**

### **Miscellaneous and general**

#### **Application of landlord and tenant law**

**31.**—(1) This article applies to—

- (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and
- (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it,

so far as the agreement relates to the terms on which any land that is the subject of a lease granted by or under that agreement is to be provided for that person's use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

- (a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;
- (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land that is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or
- (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

#### **Operational land for purposes of the 1990 Act**

**32.** Development consent granted by this Order is treated as specific planning permission for the purposes of section 264(3)(a) (cases in which land is to be treated as not being operational land) of the 1990 Act.

### **Felling or lopping of trees and removal of hedgerows**

**33.**—(1) Subject to paragraph (2) and article 35 (trees subject to tree preservation orders) the undertaker may fell or lop, or cut back the roots of, any tree or shrub within or overhanging land within the Order limits or near any part of the authorised project if the undertaker reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must not do any unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person’s entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 of the 1961 Act.

(4) The undertaker may, for the purposes of the authorised project—

- (a) subject to paragraph 33 above, remove any hedgerows as are within the Order Limits and specified in Schedule 16, Part 1 (removal of hedgerows) that may be required to be removed for the purposes of carrying out the authorised project; and
- (b) remove the important hedgerows as are within the Order Limits and specified in Schedule 16, Part 2 (removal of potentially important hedgerows) and Schedule 16, Part 3 (removal of important hedgerows).

(5) In this article “hedgerow” and “important hedgerow” have the same meaning as in the Hedgerows Regulations 1997<sup>(40)</sup>.

### **Trees subject to tree preservation orders**

**34.**—(1) Subject to paragraph (2) the undertaker may fell or lop, or cut back the roots of, any tree within or overhanging the Order limits that is subject to a tree preservation order if it reasonably believes it to be necessary to do so to prevent the tree from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(2) In carrying out any activity authorised by paragraph (1)—

- (a) the undertaker must not do any unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity; and
- (b) the duty contained in section 206(1)<sup>(41)</sup> (replacement of trees) of the 1990 Act does not apply.

(3) The authority given by paragraph (1) constitutes a deemed consent under the relevant tree preservation order.

(4) Any dispute as to a person’s entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 of the 1961 Act.

(5) In this article, “tree preservation order” has the same meaning as in section 198 (power to make tree preservation orders) of the 1990 Act.

### **Saving provisions for Trinity House**

**35.** Nothing in this Order prejudices or derogates from any of the rights, duties or privileges of Trinity House.

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<sup>(40)</sup> S.I. 1997/1160.

<sup>(41)</sup> Section 206(1) was amended by paragraph 11 of Schedule 8 to the Planning Act 2008 (c. 29).

### **Crown rights**

**36.**—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and, in particular, nothing in this Order authorises the undertaker or any lessee or licensee to take, use, enter on or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

- (a) belonging to His Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;
- (b) belonging to His Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or
- (c) belonging to a government department or held in trust for His Majesty for the purposes of a government department without the consent in writing of that government department.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any Crown land (as defined in section 227 (“Crown land” and “the appropriate Crown authority”) of the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

(3) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and is deemed to have been given in writing where it is sent electronically.

### **Certification of plans and documents, etc.**

**37.**—(1) The undertaker must, as soon as practicable after this Order is made, submit to the Secretary of State all of the documents listed in Schedule 18 (documents to be certified) for certification that they are true copies of the documents referred to in this Order.

(2) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

### **Abatement of works abandoned or decayed**

**38.**—(1) Where the Sheringham Shoal Extension Project offshore works or any part of them are abandoned or allowed to fall into decay the Secretary of State may, following consultation with SEL, by notice in writing require SEL at its own expense either to repair, make safe and restore one or any of those Works, or any relevant part of them, or to remove them and, without prejudice to any notice served under section 105(2) of the 2004 Act, restore the site to a safe and proper condition, to such an extent and within such limits as may be specified in the notice.

(2) Where the Dudgeon Extension Project offshore works or any part of them are abandoned or allowed to fall into decay the Secretary of State may, following consultation with DEL, by notice in writing require DEL at its own expense either to repair, make safe and restore one or any of those Works, or any relevant part of them, or to remove them and, without prejudice to any notice served under section 105(2) of the 2004 Act, restore the site to a safe and proper condition, to such an extent and within such limits as may be specified in the notice.

(3) For the purposes of this article:

“Dudgeon Extension Project offshore works” means—

- (a) in the event of scenario 1, 2 or 3, Work Nos. 1B to 7B and any other authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1B, 2B, any part of the integrated offshore works operated by or for the benefit of DEL and any other authorised development associated with those works; and



“Sheringham Shoal Extension Project offshore works” means—

- (a) in the event of scenario 1, 2 or 3, Work Nos. 1A to 7A and any authorised development associated with those works; or
- (b) in the event of Scenario 4, Work Nos. 1A, 2A, any part of the integrated offshore works operated by or for the benefit of SEL and any other authorised development associated with those works.

## **Funding**

**39.**—(1) Except where the provisions of paragraph (8) apply, SEL must not exercise the powers conferred by the provisions referred to in paragraph (3) in relation to any land unless a guarantee or alternative form of security in respect of the liabilities of SEL to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land is in place.

(2) Except where the provisions of paragraph (9) apply, DEL must not exercise the powers conferred by the provisions referred to in paragraph (3) in relation to any land unless a guarantee or alternative form of security in respect of the liabilities of DEL to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land is in place.

(3) The provisions are—

- (a) article 18 (compulsory acquisition of land);
- (b) article 20 (compulsory acquisition of rights);
- (c) article 21 (private rights over land);
- (d) article 23 (acquisition of subsoil or airspace only);
- (e) article 25 (rights under or over streets);
- (f) article 26 (temporary use of land for carrying out the authorised project);
- (g) article 27 (temporary use of land for maintaining the authorised project); and
- (h) article 28 (statutory undertakers).

(4) The form of guarantee or security referred to in paragraphs (1) and (2), and the amount guaranteed or secured, must be approved by the Secretary of State, but such approval must not be unreasonably withheld.

(5) The undertaker must provide the Secretary of State with such information as the Secretary of State may reasonably require relating to the interests in the land affected by the exercise of the powers referred to in paragraph (3) for the Secretary of State to be able to determine the adequacy of the proposed guarantee or security including—

- (a) the interests affected; and
- (b) the undertaker’s assessment, and the basis of the assessment, of the level of compensation.

(6) A guarantee or other security given in accordance with this article that guarantees or secures the undertaker’s payment of compensation in relation to the exercise of the powers referred to in paragraph (3) is to be treated as enforceable against the guarantor or provider of security by any person to whom such compensation is properly payable and must be in such a form as to be capable of enforcement by such a person.

(7) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

(8) Nothing in this article requires a guarantee or alternative form of security to be put in place by SEL where—

- (a) SEL provides the Secretary of State with financial information sufficient to demonstrate that it has appropriate funding in place without a guarantee or alternative form of security

to meet any liability to pay compensation under this Order in respect of the exercise of the relevant powers in paragraph (1); and

- (b) The Secretary of State provides written confirmation that no such guarantee is required, such written confirmation not to be unreasonably withheld.

(9) Nothing in this article requires a guarantee or alternative form of security to be put in place by DEL where—

- (a) DEL provides the Secretary of State with financial information sufficient to demonstrate that it has appropriate funding in place without a guarantee or alternative form of security to meet any liability to pay compensation under this Order in respect of the exercise of the relevant powers in paragraph (2); and
- (b) The Secretary of State provides written confirmation that no such guarantee is required, such written confirmation not to be unreasonably withheld.

### **Protective provisions**

**40.** Schedule 14 (protective provisions) has effect.

### **Service of notices**

**41.**—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (6) to (8), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to service by post) of the Interpretation Act 1978<sup>(42)</sup> as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address and otherwise—

- (a) in the case of the secretary or clerk of that body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at that time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having an interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by the description of “owner”, or as the case may be “occupier” of the land (describing it); and
- (b) either leaving it in the hands of the person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—

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<sup>(42)</sup> 1978 c. 30. Section 7 was amended by paragraph 19 of Schedule 10 to the Road Traffic Regulation Act 1984 (c. 27).



- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven days of receipt that the recipient requires a paper copy of all or any part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of an electronic transmission by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

### **Arbitration**

**42.**—(1) Subject to article 36 (saving provisions for Trinity House), any difference under any provision of this Order, unless otherwise provided for, must be referred to and settled by arbitration in accordance with the rules in Schedule 15 (arbitration rules) by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) by the Secretary of State.

(2) For the avoidance of doubt, any matter for which the consent of the Secretary of State or the Marine Management Organisation is required under any provision of this Order shall not be subject to arbitration.

### **Procedure in relation to approvals, etc. under requirements**

**43.**—(1) Where an application is made to the relevant planning authority for any consent, agreement or approval required by a requirement, the following provisions apply in respect of that application as they would if the consent, agreement or approval so required were required by a condition imposed on a grant of planning permission—

- (a) sections 78 (right to appeal against planning decisions and failure to take such decisions) and 79(43) (determination of appeals) of the 1990 Act;
- (b) any orders, rules or regulations that make provision in relation to a consent, agreement or approval of a local planning authority required by a condition imposed on a grant of planning permission.

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(43) Section 78 was amended by section 43(2) of the Planning and Compulsory Purchase Act 2004 (c. 5), paragraph 3(b) of Schedule 10 to the Planning Act 2008 (c. 29), section 123(3) of, and paragraph 11 of Schedule 12 to, the Localism Act 2011 (c. 20), paragraph 8 of Schedule 1 to the Growth and Infrastructure Act 2013 (c. 27) and paragraph 12 of Schedule 4 to the Infrastructure Act 2015 (c. 7). Section 79 was amended by section 18 of, and paragraph 19 of Schedule 7 to, the Planning and Compensation Act 1991 (c. 34) and by paragraph 4 of Schedule 10 to the Planning Act 2008.

(2) For the purposes of paragraph (1), orders, rules and regulations make provision in relation to a consent, agreement or approval of a local planning authority required by a condition imposed on a grant of planning permission in so far as they make provision in relation to—

- (a) an application for such a consent, agreement or approval;
- (b) the grant or refusal of such an application; or
- (c) a failure to give notice of a decision on such an application.

(3) Nothing in paragraph (1)(b) affects the application of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017.

**Modification of DOW section 36 consent**

44. Upon commencement by the undertaker of any Work Nos. 1B, 2B, 3B or 3C, 4B or 4C, 5B or 5C the provisions of the DOW section 36 consent shall be amended as follows—

- (a) In condition 3, for “560MW” substitute “402MW”; and
- (b) In Annex B, under the heading “Maximum Number of Turbines” for “77” substitute “67”.

**Compensation**

45. Schedule 17 (compensation measures) has effect.

Signed by authority of the Secretary of State for Energy Security and Net Zero

17th April 2024

*David Wagstaff*  
Deputy Director Energy Infrastructure Planning  
Department for Energy Security and Net Zero

## SCHEDULE 1

Article 2

### Authorised project

## PART 1

### Authorised development

1. Nationally significant infrastructure projects as defined in sections 14 and 15 of the 2008 Act located in the North Sea approximately 14 kilometres and 25 kilometres to the north of the north Norfolk coast, comprising—

#### **Sheringham Shoal Extension Project**

##### *Offshore works*

*Work No. 1A*— in the event of scenario 1, scenario 2, scenario 3 or scenario 4, an offshore wind turbine generating station with a gross electrical output capacity of more than 100 megawatts comprising up to 23 wind turbine generators each fixed to the seabed by piled monopile, suction bucket monopile, piled jacket, suction bucket jacket or gravity base structure foundations;

*Work No. 2A*—

- (a) in the event of scenario 1, scenario 2, scenario 3 or scenario 4, a network of subsea in-field cables between the wind turbine generators in Work No. 1A including cable protection and one or more cable crossings; and
- (b) in the event of scenario 1, scenario 2 or scenario 3, a network of subsea in-field cables between the wind turbine generators in Work No. 1A and the offshore substation platform in Work No. 3A including cable protection and one or more cable crossings; or
- (c) in the event of scenario 4, a network of subsea in-field cables between the wind turbine generators in Work No. 1A and the integrated offshore substation platform in Work No. 3C including cable protection and one or more cable crossings;

and associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising—

*Work No. 3A*— in the event of scenario 1, scenario 2 or scenario 3, an offshore substation platform fixed to the seabed by either piled jacket or suction bucket jacket foundations within the area shown on the works plans;

*Work No. 4A*— in the event of scenario 1, scenario 2 or scenario 3, HVAC subsea export cables between Work No. 3A and Work No. 5A along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 5A*— in the event of scenario 1, scenario 2 or scenario 3, HVAC subsea export cables between Work No. 4A and Work No. 7A along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 6A*— in the event of scenario 1, scenario 2 or scenario 3, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A, 2A, 3A, 4A and 5A;

*Work No. 7A*— in the event of scenario 1, scenario 2 or scenario 3, landfall connection works between Work No. 5A and Work No. 8A comprising of a cable circuit and ducts seaward of MHW within the area shown on the works plans;

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### **Onshore Works - In the County of Norfolk, districts of North Norfolk, Broadland and South Norfolk**

*Work No. 8A*— in the event of scenario 1, scenario 2 or scenario 3, onshore connection works landward of MHWS consisting of a cable circuit and ducts between Work No. 7A and Work No. 9A and onshore construction works;

*Work No. 9A*— in the event of scenario 1, scenario 2 or scenario 3, onshore connection works consisting of—

- (a) a transition joint bay;
- (b) a cable circuit and ducts between Work No. 8A and Work No. 12A and in the event of scenario 2 only additional cable ducts for the Dudgeon Extension Project between Work No. 8B and Work No. 12B;
- (c) a link box;
- (d) horizontal directional drilling compound; and
- (e) onshore construction works;

*Work No. 10A*— a temporary working area (including access) to facilitate Work Nos. 7A, 8A and 9A in the event of scenario 1, scenario 2 or scenario 3 or Work Nos. 7C, 8C and 9C in the event of scenario 4;

*Work No. 11A*— a permanent access to Work Nos. 7A, 8A and 9A in the event of scenario 1, scenario 2 or scenario 3 or Work Nos. 7C, 8C and 9C in the event of scenario 4;

*Work No. 12A*—

- (a) in the event of scenario 1, a cable circuit and ducts between Work No. 9A and Work No. 15A and onshore construction works;
- (b) in the event of scenario 2, a cable circuit and ducts between Work No. 9A and Work No. 15A, additional cable ducts for the Dudgeon Extension Project between Work No. 9B and Work No. 15B and onshore construction works; or
- (c) in the event of scenario 3, a cable circuit and ducts between Work No. 9A and Work No. 15C, onshore construction works and, in the event of sequential construction, may include additional cable ducts for the Dudgeon Extension Project between Work No. 9B and Work No. 15C;

*Work No. 13A*— temporary vehicular access tracks to serve Work Nos. 7A, 8A, 9A, 11A, 12A, 13A and 14A in the event of scenario 1, scenario 2 or scenario 3 or Work Nos. 7C, 8C, 9C, 10A, 11A, 12C and 14A in the event of scenario 4;

*Work No. 14A*— construction compound areas to assist with the construction of Work Nos. 8A, 9A, 10A, 11A, 12A and 13A in the event of scenario 1, scenario 2 or scenario 3 or Work Nos. 8C, 9C, 10C, 11A, 12A and 13C in the event of scenario 4;

*Work No. 15A*—

- (a) in the event of scenario 1, an onshore HVAC substation, cable circuits and ducts and onshore construction works; or
- (b) in the event of scenario 2, an onshore HVAC substation, cable circuits and ducts, additional cable ducts for the Dudgeon Extension Project and onshore construction works;

*Work No. 16A*—

- (a) in the event of scenario 1, a cable circuit and ducts between Work Nos. 15A and 17A, and onshore construction works; or
- (b) in the event of scenario 2, a cable circuit and ducts between Work Nos. 15A and 17A, additional cable ducts for the Dudgeon Extension Project between Work No. 15B, and Work No. 17B and onshore construction works;

*Work No. 17A*— in the event of scenario 1 or scenario 2, works consisting of export cables and ducts between Work No. 16A and the Norwich Main National Grid substation, including a connection above ground and electrical engineering works within or around the National Grid substation buildings and compound and onshore construction works;

*Work No. 18A*— permanent works relating to Work Nos. 12A, 15A, 16A, 17A, 19A and 22A in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 19A and 22A in the event of scenario 3 or scenario 4, including—

- (a) flood attenuation and drainage works;
- (b) landscaping;
- (c) ecological mitigation works; and
- (d) onshore construction works;

*Work No. 19A*— permanent accesses (including onshore construction works) in relation to Work Nos. 12A, 15A, 16A, 17A, 18A and 22A in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 18A and 22A in the event of scenario 3 or scenario 4;

*Work No. 20A*— temporary working areas to facilitate Work Nos. 12A, 15A, 16A, 17A, 18A, 19A and 22A in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 18A, 19A and 22A, including—

- (a) temporary works relating to traffic and highway management;
- (b) temporary accesses; and
- (c) onshore construction works;

*Work No. 21A*— not used;

*Work No. 22A*— permanent landscaping and ecological mitigation works (including onshore construction works) relating to Work Nos. 12A, 15A, 16A, 17A, 18A and 19A in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 18A and 19A in the event of scenario 3 or scenario 4.

### **Further Associated Development**

In connection with such Work Nos. 1A to 7A and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work Nos. 1A to 5A and 7A and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits;
- (d) removal of static fishing equipment;
- (e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project; and
- (f) disposal of drill arisings in connection with any foundation drilling up to a total of 12,371 cubic metres;

and in connection with such Work Nos. 8A to 22A and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be

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necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (a) ramps, means of access and footpaths;
- (b) bunds, embankments, swales, landscaping, fencing and boundary treatments;
- (c) habitat creation;
- (d) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable markers, tiles and tape, lighting and other works associated with cable laying;
- (e) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems and culverting;
- (f) works to alter the position of apparatus, including mains, sewers, drains, cables and pipes;
- (g) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (h) landscaping and other works to investigate, ascertain or mitigate any adverse effects of the construction, maintenance or operation of the authorised project;
- (i) works for the benefit or protection of land affected by the authorised project; and
- (j) working sites in connection with the construction of the authorised project, construction lay down areas and compounds, storage compounds and their restoration.

### **Dudgeon Extension Project**

#### *Offshore works*

*Work No. 1B*— in the event of scenario 1, scenario 2, scenario 3 or scenario 4, an offshore wind turbine generating station with a gross electrical output capacity of more than 100 megawatts comprising up to 30 wind turbine generators located either all in DEP North or split between DEP North and DEP South each fixed to the seabed by piled monopile, suction bucket monopile, piled jacket, suction bucket jacket or gravity base structure foundations;

*Work No. 2B*—

- (a) in the event of scenario 1, scenario 2, scenario 3 or scenario 4, a network of subsea in-field cables between the wind turbine generators in Work No. 1B including cable protection and one or more cable crossings; and
- (b) in the event of scenario 1, scenario 2 or scenario 3, a network of subsea in-field cables between the wind turbine generators in Work No. 1B and Work No. 3B including cable protection and one or more cable crossings;

and associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising—

*Work No. 3B*— in the event of scenario 1, scenario 2 or scenario 3, an offshore substation platform fixed to the seabed by either piled jacket or suction bucket jacket foundations within the area shown on the works plans;

*Work No. 4B*— in the event of scenario 1, scenario 2 or scenario 3—

- (a) interlink cables between DEP North and DEP South within the areas shown on the works plans; and
- (b) HVAC subsea export cables between Work No. 3B and Work No. 5B along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 5B*— in the event of scenario 1, scenario 2, or scenario 3, HVAC subsea export cables between Work No. 4B and Work No. 7B along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 6B*— in the event of scenario 1, scenario 2 or scenario 3, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1B, 2B, 3B, 4B and 5B;

*Work No. 7B*— in the event of scenario 1, scenario 2, scenario 3, landfall connection works between Work No. 5B and Work No. 8B comprising of a cable circuit and ducts seaward of MHWS within the area shown on the works plans;

### **Onshore Works - in the County of Norfolk, districts of North Norfolk, Broadland and South Norfolk**

*Work No. 8B*— in the event of scenario 1, scenario 2 or scenario 3 onshore connection works landward of MHWS consisting of a cable circuit and ducts between Work No. 7B and Work No. 9B and onshore construction works;

*Work No. 9B*— in the event of scenario 1, scenario 2 or scenario 3, onshore connection works consisting of—

- (a) a transition joint bay;
- (b) a cable circuit and ducts between Work No. 8B and Work No. 12B and in the event of scenario 2 only additional cable ducts for Sheringham Shoal Extension Project between Work No. 8A and Work No. 12A;
- (c) a link box;
- (d) horizontal directional drilling compound; and
- (e) onshore construction works;

*Work No. 10B*— a temporary working area (including access) to facilitate Work Nos. 7B, 8B and 9B in the event of scenario 1, scenario 2 or scenario 3 or Work Nos. 7C, 8C and 9C in the event of scenario 4;

*Work No. 11B*— a permanent access to Work Nos. 7B, 8B and 9B in the event of scenario 1, scenario 2, or scenario 3 or Work Nos. 7C, 8C and 9C in the event of scenario 4;

*Work No. 12B*—

- (a) in the event of scenario 1, a cable circuit and ducts between Work No. 9B and Work No. 15B and onshore construction works; or
- (b) in the event of scenario 2, a cable circuit and ducts between Work No. 9B and Work No. 15B, additional cable ducts for the Sheringham Shoal Extension Project between Work No. 9A and Work No. 15A and onshore construction works; or
- (c) in the event of scenario 3, a cable circuit and ducts between Work No. 9B and Work No. 15C, onshore construction works and, in the event of sequential construction, may include additional cable ducts for the Sheringham Shoal Extension Project between Work No. 9A and Work No. 15C;

*Work No. 13B*— temporary vehicular access tracks to serve Work Nos. 7B, 8B, 9B, 10B, 11B, 12B and 14B in the event of scenario 1, scenario 2 or scenario 3 or Work Nos. 7C, 8C, 9C, 10B, 11B, 12C and 14B in the event of scenario 4;

*Work No. 14B*— construction compound areas to assist with the construction of Work Nos. 7B, 8B, 9B, 10B, 11B, 12B and 13B in the event of scenario 1, scenario 2 or scenario 3 or Work Nos. 7C, 8C, 9C, 10B, 11B, 12C and 13B in the event of scenario 4;

*Work No. 15B*—

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- (a) in the event of scenario 1, an onshore HVAC substation, cable circuits and ducts and onshore construction works; or
- (b) in the event of scenario 2, an onshore HVAC substation, cable circuits and ducts, additional cable ducts for the Sheringham Shoal Extension Project and onshore construction works;

*Work No. 16B—*

- (a) in the event of scenario 1, a cable circuit and ducts between Work Nos. 15B and 17B, and onshore construction works; or
- (b) in the event of scenario 2, a cable circuit and ducts between Work Nos. 15B and 17B, additional cable ducts for the Sheringham Shoal Extension Project between Work No. 15A and Work No. 17A, and onshore construction works;

*Work No. 17B—* in the event of scenario 1 or scenario 2, works consisting of export cables and ducts between Work No. 16B and the Norwich Main National Grid substation, including a connection above ground and electrical engineering works within or around the National Grid substation buildings and compound and onshore construction works;

*Work No. 18B—* permanent works relating to Works Nos. 12B, 15B, 16B, 17B, 19B and 22B in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 19B and 22B in the event of scenario 3 or scenario 4, including—

- (a) flood attenuation and drainage works;
- (b) landscaping;
- (c) ecological mitigation works; and
- (d) onshore construction works;

*Work No. 19B—* permanent accesses (including onshore construction works) in relation to Work Nos. 12B, 15B, 16B, 17B, 18B and 22B in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 18B and 22B in the event of scenario 3 or scenario 4;

*Work No. 20B—* temporary working areas to facilitate Work Nos. 12B, 15B, 16B, 17B, 18B, 19B and 22B in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 18B, 19B and 22B in the event of scenario 3 or scenario 4 including—

- (a) temporary works relating to traffic and highway management;
- (b) temporary accesses; and
- (c) onshore construction works;

*Work No. 21B—* not used;

*Work No. 22B—* permanent landscaping and ecological mitigation works (including onshore construction works) relating to Work Nos. 12B, 15B, 16B, 17B, 18B and 19B in the event of scenario 1 or scenario 2 or Work Nos. 12C, 15C, 16C, 17C, 18B and 19B in the event of scenario 3 or scenario 4.

### **Further Associated Development**

In connection with such Work Nos. 1B to 7B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;



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- (c) the removal of material from the seabed required for the construction of Work Nos. 1B to 7B and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits;
- (d) removal of static fishing equipment;
- (e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised development; and
- (f) disposal of drill arisings in connection with any foundation drilling up to a total of 12,371 cubic metres;

and in connection with such Work Nos. 8B to 22B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (a) ramps, means of access and footpaths;
- (b) bunds, embankments, swales, landscaping, fencing and boundary treatments;
- (c) habitat creation;
- (d) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable markers, tiles and tape, lighting and other works associated with cable laying;
- (e) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems and culverting;
- (f) works to alter the position of apparatus, including mains, sewers, drains, cables and pipes;
- (g) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (h) landscaping and other works to investigate, ascertain or mitigate any adverse effects of the construction, maintenance or operation of the authorised project;
- (i) works for the benefit or protection of land affected by the authorised project; and
- (j) working sites in connection with the construction of the authorised project, construction lay down areas and compounds, storage compounds and their restoration;

### **Sheringham Shoal and Dudgeon Extension Projects Integrated works**

#### *Offshore Integrated Works*

*Work No. 3C*— in the event of scenario 4, an integrated offshore substation platform fixed to the seabed by either piled jacket or suction bucket jacket foundations within the area shown on the works plans;

*Work No. 4C*— in the event of scenario 4—

- (a) interlink cables between DEP North and Work No. 3C and DEP South and Work No. 3C; and
- (b) HVAC subsea export cables between Work no. 3C and Work Nos. 5C along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 5C*— in the event of scenario 4, HVAC subsea export cables between Work No. 4C and Work No. 7C along routes within the area shown on the works plans including cable protection and one or more cable crossings;

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*Work No. 6C*— in the event of scenario 4, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A, 1B, 2A, 2B, 3C, 4C and 5C;

*Work No. 7C*— in the event of scenario 4, landfall connection works between Work No. 5C and Work No. 8C comprising of up to 2 cable circuits and ducts seaward of MHWS within the area shown on the works plans;

#### *Onshore Integrated Works*

*Work No. 8C*— in the event of scenario 4, onshore connection works landward of MHWS consisting of up to 2 cable circuits and ducts between Work No. 7C and Work No. 9C and onshore construction works;

*Work No. 9C*— in the event of scenario 4, onshore connection works consisting of—

- (a) a transition joint bay;
- (b) up to 2 cable circuits and ducts between Work No. 8C and Work No. 12C;
- (c) a link box;
- (d) horizontal directional drilling compound; and
- (e) onshore construction works;

*Work No. 12C*— in the event of scenario 4, up to 2 cable circuits and ducts between Work No. 8C and Work No. 14C and onshore construction works;

*Work No. 15C*— in the event of scenario 3 or scenario 4, an integrated onshore substation, cable circuits and ducts and onshore construction works;

*Work No. 16C*— in the event of scenario 3 or scenario 4, up to two cable circuit and ducts between Work Nos. 14C and 16C, and onshore construction works;

*Work No. 17C*— in the event of scenario 3 or scenario 4, works consisting of export cables and ducts between Work No. 16C and the Norwich Main National Grid substation, including a connection above ground and electrical engineering works within or around the National Grid substation buildings and compound and onshore construction works.

#### **Further Associated Development**

In connection with Work Nos. 3C, 4C, 5C and 7C and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work Nos. 3C, 4C, 5C and 7C and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits;
- (d) removal of static fishing equipment;
- (e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project; and
- (f) disposal of drill arisings in connection with any foundation drilling up to a total of 425 cubic metres;

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and in connection with such Work Nos. 8C, 9C, 12C, 15C, 16C and 17C and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (a) ramps, means of access and footpaths;
- (b) bunds, embankments, swales, landscaping, fencing and boundary treatments;
- (c) habitat creation;
- (d) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable markers, tiles and tape, lighting and other works associated with cable laying;
- (e) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems and culverting;
- (f) works to alter the position of apparatus, including mains, sewers, drains, cables and pipes;
- (g) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (h) landscaping and other works to investigate, ascertain or mitigate any adverse effects of the construction, maintenance or operation of the authorised project;
- (i) works for the benefit or protection of land affected by the authorised project; and
- (j) working sites in connection with the construction of the authorised project, construction lay down areas and compounds, storage compounds and their restoration.

2. The grid coordinates for that part of the authorised development which is seaward of MHWS are specified below—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 57' 0,139" N	1° 8' 13,019" E
2	52° 57' 0,150" N	1° 8' 12,936" E
3	52° 57' 0,192" N	1° 8' 12,620" E
4	52° 57' 0,286" N	1° 8' 11,866" E
5	52° 57' 0,398" N	1° 8' 11,011" E
6	52° 57' 0,404" N	1° 8' 10,963" E
7	52° 57' 0,502" N	1° 8' 10,178" E
8	52° 57' 0,652" N	1° 8' 9,128" E
9	52° 57' 0,775" N	1° 8' 8,217" E
10	52° 57' 1,013" N	1° 8' 6,561" E
11	52° 57' 1,225" N	1° 8' 5,022" E
12	52° 57' 1,257" N	1° 8' 4,784" E
13	52° 57' 1,415" N	1° 8' 3,615" E
14	52° 57' 1,473" N	1° 8' 3,101" E
15	52° 57' 1,634" N	1° 8' 1,883" E
16	52° 57' 1,757" N	1° 8' 1,003" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
17	52° 57' 1,860" N	1° 8' 0,138" E
18	52° 57' 1,929" N	1° 7' 59,601" E
19	52° 57' 1,966" N	1° 7' 59,330" E
20	52° 57' 2,040" N	1° 7' 58,853" E
21	52° 57' 2,142" N	1° 7' 58,179" E
22	52° 57' 2,239" N	1° 7' 57,564" E
23	52° 57' 2,336" N	1° 7' 56,932" E
24	52° 57' 2,415" N	1° 7' 56,417" E
25	52° 57' 2,534" N	1° 7' 55,487" E
26	52° 57' 2,589" N	1° 7' 55,055" E
27	52° 57' 2,607" N	1° 7' 54,919" E
28	52° 57' 2,696" N	1° 7' 54,127" E
29	52° 57' 2,768" N	1° 7' 53,322" E
30	52° 57' 2,880" N	1° 7' 52,285" E
31	52° 57' 2,897" N	1° 7' 52,130" E
32	52° 57' 3,257" N	1° 7' 49,886" E
33	52° 57' 5,555" N	1° 7' 35,579" E
34	52° 57' 5,611" N	1° 7' 35,229" E
35	52° 57' 5,909" N	1° 7' 33,373" E
36	52° 57' 5,934" N	1° 7' 33,220" E
37	52° 57' 5,939" N	1° 7' 33,185" E
38	52° 57' 6,008" N	1° 7' 32,757" E
39	52° 57' 6,023" N	1° 7' 32,667" E
40	52° 57' 6,120" N	1° 7' 32,062" E
41	52° 57' 6,123" N	1° 7' 32,042" E
42	52° 57' 6,154" N	1° 7' 31,846" E
43	52° 57' 10,740" N	1° 7' 36,861" E
44	52° 57' 19,050" N	1° 7' 45,934" E
45	52° 57' 20,580" N	1° 7' 46,841" E
46	52° 57' 26,870" N	1° 7' 48,679" E
47	52° 57' 48,440" N	1° 7' 54,772" E
48	52° 57' 58,800" N	1° 8' 4,605" E
49	52° 58' 12,220" N	1° 8' 34,066" E
50	52° 58' 34,950" N	1° 9' 36,262" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
51	52° 59' 22,990" N	1° 10' 43,822" E
55	53° 0' 30,361" N	1° 12' 15,823" E
56	53° 0' 46,686" N	1° 12' 29,296" E
57	53° 1' 11,064" N	1° 12' 51,625" E
58	53° 1' 37,543" N	1° 13' 26,533" E
59	53° 1' 57,649" N	1° 13' 52,984" E
60	53° 2' 5,064" N	1° 14' 0,477" E
61	53° 2' 8,039" N	1° 14' 2,369" E
62	53° 2' 13,073" N	1° 14' 5,569" E
63	53° 2' 21,996" N	1° 14' 11,241" E
64	53° 3' 11,052" N	1° 14' 33,328" E
65	53° 4' 6,456" N	1° 14' 56,808" E
66	53° 4' 20,142" N	1° 15' 3,361" E
67	53° 4' 48,003" N	1° 14' 37,022" E
68	53° 5' 0,824" N	1° 14' 22,104" E
69	53° 5' 24,774" N	1° 12' 46,325" E
70	53° 5' 47,202" N	1° 13' 1,718" E
71	53° 5' 47,266" N	1° 13' 1,677" E
72	53° 5' 47,266" N	1° 13' 1,676" E
73	53° 5' 47,540" N	1° 13' 1,498" E
74	53° 5' 47,545" N	1° 13' 1,495" E
75	53° 5' 50,444" N	1° 12' 59,604" E
76	53° 5' 50,506" N	1° 12' 59,565" E
77	53° 6' 19,018" N	1° 12' 40,975" E
78	53° 6' 19,097" N	1° 12' 40,924" E
79	53° 6' 42,962" N	1° 12' 25,364" E
80	53° 6' 43,080" N	1° 12' 25,287" E
81	53° 7' 12,739" N	1° 12' 5,962" E
82	53° 7' 42,397" N	1° 11' 46,630" E
83	53° 8' 12,055" N	1° 11' 27,290" E
84	53° 8' 41,711" N	1° 11' 7,942" E
85	53° 8' 41,717" N	1° 11' 7,938" E
86	53° 8' 49,191" N	1° 11' 3,065" E
87	53° 8' 49,206" N	1° 11' 3,056" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
88	53° 8' 57,559" N	1° 10' 57,610" E
89	53° 8' 57,564" N	1° 10' 57,607" E
90	53° 8' 58,833" N	1° 10' 56,779" E
91	53° 8' 58,859" N	1° 10' 56,762" E
92	53° 9' 10,110" N	1° 10' 9,689" E
93	53° 9' 21,357" N	1° 9' 22,609" E
94	53° 9' 32,598" N	1° 8' 35,522" E
95	53° 9' 43,834" N	1° 7' 48,428" E
96	53° 9' 55,065" N	1° 7' 1,328" E
97	53° 10' 6,290" N	1° 6' 14,221" E
98	53° 10' 17,511" N	1° 5' 27,107" E
99	53° 10' 28,726" N	1° 4' 39,986" E
100	53° 10' 22,650" N	1° 4' 36,278" E
101	53° 10' 42,669" N	1° 3' 5,384" E
102	53° 11' 0,670" N	1° 1' 43,552" E
103	53° 14' 54,927" N	1° 5' 27,526" E
104	53° 10' 44,373" N	1° 12' 1,895" E
105	53° 11' 13,860" N	1° 12' 11,123" E
106	53° 19' 22,035" N	1° 14' 44,392" E
107	53° 19' 24,577" N	1° 14' 40,469" E
108	53° 19' 41,719" N	1° 14' 14,017" E
109	53° 19' 36,290" N	1° 14' 0,796" E
110	53° 19' 26,212" N	1° 13' 36,255" E
111	53° 18' 53,497" N	1° 12' 16,638" E
112	53° 21' 15,721" N	1° 9' 51,844" E
113	53° 21' 16,055" N	1° 16' 30,292" E
114	53° 21' 9,584" N	1° 16' 30,130" E
115	53° 21' 9,588" N	1° 16' 40,944" E
116	53° 21' 9,602" N	1° 17' 32,335" E
117	53° 20' 46,340" N	1° 18' 7,238" E
118	53° 20' 58,886" N	1° 18' 37,507" E
119	53° 21' 16,936" N	1° 18' 58,324" E
120	53° 21' 22,793" N	1° 19' 36,332" E
121	53° 21' 24,406" N	1° 19' 46,805" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
122	53° 21' 30,645" N	1° 19' 43,928" E
123	53° 21' 30,645" N	1° 19' 43,928" E
124	53° 21' 31,501" N	1° 19' 49,484" E
125	53° 22' 5,598" N	1° 23' 31,296" E
126	53° 20' 55,179" N	1° 24' 12,249" E
127	53° 20' 5,815" N	1° 24' 10,859" E
128	53° 19' 37,743" N	1° 24' 18,782" E
129	53° 19' 12,755" N	1° 24' 33,321" E
130	53° 18' 37,856" N	1° 25' 12,778" E
131	53° 18' 20,926" N	1° 25' 33,723" E
132	53° 18' 2,776" N	1° 25' 49,211" E
133	53° 16' 55,907" N	1° 26' 28,297" E
134	53° 18' 28,271" N	1° 23' 16,521" E
135	53° 18' 28,562" N	1° 22' 59,560" E
136	53° 18' 10,100" N	1° 22' 30,186" E
137	53° 18' 5,388" N	1° 22' 22,691" E
138	53° 17' 37,875" N	1° 23' 22,449" E
139	53° 17' 6,386" N	1° 24' 30,794" E
140	53° 16' 34,886" N	1° 25' 39,111" E
141	53° 16' 3,374" N	1° 26' 47,400" E
142	53° 14' 19,176" N	1° 26' 40,362" E
143	53° 14' 41,168" N	1° 25' 55,438" E
144	53° 14' 12,180" N	1° 25' 53,118" E
145	53° 14' 9,751" N	1° 26' 4,136" E
146	53° 14' 8,685" N	1° 26' 8,971" E
147	53° 13' 50,288" N	1° 27' 32,359" E
148	53° 10' 37,646" N	1° 32' 22,747" E
149	53° 9' 2,230" N	1° 28' 24,671" E
150	53° 9' 12,580" N	1° 27' 18,352" E
151	53° 10' 2,657" N	1° 25' 22,375" E
152	53° 11' 16,316" N	1° 25' 28,260" E
153	53° 11' 45,083" N	1° 25' 31,476" E
154	53° 11' 44,501" N	1° 25' 28,959" E
155	53° 9' 25,899" N	1° 15' 31,541" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
156	53° 7' 47,872" N	1° 18' 4,400" E
157	53° 7' 18,106" N	1° 18' 52,228" E
158	53° 5' 11,303" N	1° 17' 34,822" E
159	53° 4' 57,157" N	1° 17' 26,108" E
160	53° 4' 41,993" N	1° 17' 18,707" E
161	53° 4' 16,861" N	1° 17' 6,445" E
162	53° 3' 31,655" N	1° 16' 44,006" E
163	53° 2' 56,728" N	1° 16' 23,297" E
164	53° 2' 36,026" N	1° 16' 13,041" E
165	53° 2' 11,385" N	1° 16' 1,397" E
166	53° 1' 56,679" N	1° 15' 52,961" E
167	53° 1' 53,161" N	1° 15' 50,943" E
168	53° 1' 46,953" N	1° 15' 47,381" E
169	53° 1' 37,328" N	1° 15' 48,044" E
170	53° 1' 15,382" N	1° 15' 49,556" E
171	53° 0' 55,099" N	1° 15' 27,732" E
172	53° 0' 38,892" N	1° 15' 6,464" E
173	53° 0' 24,690" N	1° 14' 49,491" E
174	53° 0' 7,904" N	1° 14' 34,363" E
175	52° 59' 51,516" N	1° 14' 19,153" E
176	52° 59' 30,125" N	1° 13' 52,004" E
177	52° 58' 15,884" N	1° 12' 12,515" E
178	52° 57' 19,880" N	1° 10' 51,261" E
179	52° 56' 53,154" N	1° 10' 16,648" E
180	52° 56' 52,095" N	1° 10' 15,277" E
181	52° 56' 52,094" N	1° 10' 15,235" E
182	52° 56' 52,092" N	1° 10' 15,039" E
183	52° 56' 52,099" N	1° 10' 14,751" E
184	52° 56' 52,117" N	1° 10' 14,407" E
185	52° 56' 52,167" N	1° 10' 13,852" E
186	52° 56' 52,168" N	1° 10' 13,838" E
187	52° 56' 52,205" N	1° 10' 13,440" E
188	52° 56' 52,242" N	1° 10' 12,997" E
189	52° 56' 52,276" N	1° 10' 12,553" E



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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
190	52° 56' 52,311" N	1° 10' 12,109" E
191	52° 56' 52,349" N	1° 10' 11,667" E
192	52° 56' 52,393" N	1° 10' 11,225" E
193	52° 56' 52,452" N	1° 10' 10,727" E
194	52° 56' 52,518" N	1° 10' 10,231" E
195	52° 56' 52,584" N	1° 10' 9,735" E
196	52° 56' 52,645" N	1° 10' 9,237" E
197	52° 56' 52,669" N	1° 10' 9,009" E
198	52° 56' 52,691" N	1° 10' 8,779" E
199	52° 56' 52,710" N	1° 10' 8,549" E
200	52° 56' 52,727" N	1° 10' 8,341" E
201	52° 56' 52,729" N	1° 10' 8,319" E
202	52° 56' 52,748" N	1° 10' 8,089" E
203	52° 56' 52,767" N	1° 10' 7,858" E
204	52° 56' 52,788" N	1° 10' 7,629" E
205	52° 56' 52,812" N	1° 10' 7,400" E
206	52° 56' 52,839" N	1° 10' 7,173" E
207	52° 56' 52,872" N	1° 10' 6,964" E
208	52° 56' 52,913" N	1° 10' 6,759" E
209	52° 56' 52,959" N	1° 10' 6,556" E
210	52° 56' 53,008" N	1° 10' 6,354" E
211	52° 56' 53,057" N	1° 10' 6,152" E
212	52° 56' 53,101" N	1° 10' 5,948" E
213	52° 56' 53,139" N	1° 10' 5,742" E
214	52° 56' 53,167" N	1° 10' 5,531" E
215	52° 56' 53,294" N	1° 10' 4,265" E
216	52° 56' 53,347" N	1° 10' 3,675" E
217	52° 56' 53,374" N	1° 10' 3,380" E
218	52° 56' 53,428" N	1° 10' 2,790" E
219	52° 56' 53,447" N	1° 10' 2,611" E
220	52° 56' 53,470" N	1° 10' 2,435" E
221	52° 56' 53,495" N	1° 10' 2,259" E
222	52° 56' 53,522" N	1° 10' 2,083" E
223	52° 56' 53,549" N	1° 10' 1,907" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
224	52° 56' 53,576" N	1° 10' 1,732" E
225	52° 56' 53,600" N	1° 10' 1,555" E
226	52° 56' 53,621" N	1° 10' 1,377" E
227	52° 56' 53,636" N	1° 10' 1,187" E
228	52° 56' 53,642" N	1° 10' 0,996" E
229	52° 56' 53,642" N	1° 10' 0,803" E
230	52° 56' 53,637" N	1° 10' 0,611" E
231	52° 56' 53,625" N	1° 10' 0,224" E
232	52° 56' 53,622" N	1° 10' 0,031" E
233	52° 56' 53,623" N	1° 9' 59,838" E
234	52° 56' 53,631" N	1° 9' 59,646" E
235	52° 56' 53,648" N	1° 9' 59,467" E
236	52° 56' 53,673" N	1° 9' 59,290" E
237	52° 56' 53,702" N	1° 9' 59,114" E
238	52° 56' 53,735" N	1° 9' 58,939" E
239	52° 56' 53,769" N	1° 9' 58,765" E
240	52° 56' 53,774" N	1° 9' 58,732" E
241	52° 56' 53,800" N	1° 9' 58,589" E
242	52° 56' 53,828" N	1° 9' 58,413" E
243	52° 56' 53,848" N	1° 9' 58,235" E
244	52° 56' 53,859" N	1° 9' 58,055" E
245	52° 56' 53,867" N	1° 9' 57,664" E
246	52° 56' 53,866" N	1° 9' 57,272" E
247	52° 56' 53,859" N	1° 9' 56,881" E
248	52° 56' 53,847" N	1° 9' 56,490" E
249	52° 56' 53,836" N	1° 9' 56,215" E
250	52° 56' 53,821" N	1° 9' 55,941" E
251	52° 56' 53,672" N	1° 9' 54,467" E
252	52° 56' 53,607" N	1° 9' 53,772" E
253	52° 56' 53,669" N	1° 9' 53,180" E
254	52° 56' 53,873" N	1° 9' 51,996" E
255	52° 56' 53,989" N	1° 9' 51,045" E
256	52° 56' 54,041" N	1° 9' 50,536" E
257	52° 56' 54,109" N	1° 9' 49,723" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
258	52° 56' 54,175" N	1° 9' 48,910" E
259	52° 56' 54,239" N	1° 9' 48,096" E
260	52° 56' 54,254" N	1° 9' 47,907" E
261	52° 56' 54,270" N	1° 9' 47,718" E
262	52° 56' 54,287" N	1° 9' 47,529" E
263	52° 56' 54,303" N	1° 9' 47,340" E
264	52° 56' 54,318" N	1° 9' 47,150" E
265	52° 56' 54,332" N	1° 9' 46,961" E
266	52° 56' 54,342" N	1° 9' 46,771" E
267	52° 56' 54,349" N	1° 9' 46,581" E
268	52° 56' 54,353" N	1° 9' 46,391" E
269	52° 56' 54,328" N	1° 9' 45,824" E
270	52° 56' 54,300" N	1° 9' 45,416" E
271	52° 56' 54,289" N	1° 9' 45,258" E
272	52° 56' 54,280" N	1° 9' 45,064" E
273	52° 56' 54,271" N	1° 9' 44,870" E
274	52° 56' 54,253" N	1° 9' 44,481" E
275	52° 56' 54,244" N	1° 9' 44,287" E
276	52° 56' 54,237" N	1° 9' 44,092" E
277	52° 56' 54,231" N	1° 9' 43,898" E
278	52° 56' 54,227" N	1° 9' 43,703" E
279	52° 56' 54,225" N	1° 9' 43,508" E
280	52° 56' 54,259" N	1° 9' 42,898" E
281	52° 56' 54,310" N	1° 9' 42,288" E
282	52° 56' 54,354" N	1° 9' 41,403" E
283	52° 56' 54,398" N	1° 9' 40,519" E
284	52° 56' 54,440" N	1° 9' 39,634" E
285	52° 56' 54,460" N	1° 9' 39,174" E
286	52° 56' 54,478" N	1° 9' 38,714" E
287	52° 56' 54,496" N	1° 9' 38,254" E
288	52° 56' 54,514" N	1° 9' 37,794" E
289	52° 56' 54,534" N	1° 9' 37,334" E
290	52° 56' 54,546" N	1° 9' 37,116" E
291	52° 56' 54,562" N	1° 9' 36,899" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
292	52° 56' 54,580" N	1° 9' 36,683" E
293	52° 56' 54,599" N	1° 9' 36,466" E
294	52° 56' 54,615" N	1° 9' 36,250" E
295	52° 56' 54,628" N	1° 9' 36,033" E
296	52° 56' 54,635" N	1° 9' 35,815" E
297	52° 56' 54,628" N	1° 9' 35,302" E
298	52° 56' 54,603" N	1° 9' 34,789" E
299	52° 56' 54,586" N	1° 9' 34,276" E
300	52° 56' 54,578" N	1° 9' 33,422" E
301	52° 56' 54,571" N	1° 9' 32,568" E
302	52° 56' 54,563" N	1° 9' 31,713" E
303	52° 56' 54,559" N	1° 9' 31,484" E
304	52° 56' 54,553" N	1° 9' 31,255" E
305	52° 56' 54,546" N	1° 9' 31,025" E
306	52° 56' 54,542" N	1° 9' 30,796" E
307	52° 56' 54,542" N	1° 9' 30,567" E
308	52° 56' 54,558" N	1° 9' 30,144" E
309	52° 56' 54,589" N	1° 9' 29,722" E
310	52° 56' 54,624" N	1° 9' 29,301" E
311	52° 56' 54,653" N	1° 9' 28,879" E
312	52° 56' 54,661" N	1° 9' 28,720" E
313	52° 56' 54,668" N	1° 9' 28,561" E
314	52° 56' 54,675" N	1° 9' 28,402" E
315	52° 56' 54,682" N	1° 9' 28,242" E
316	52° 56' 54,687" N	1° 9' 28,083" E
317	52° 56' 54,691" N	1° 9' 27,923" E
318	52° 56' 54,693" N	1° 9' 27,764" E
319	52° 56' 54,694" N	1° 9' 27,604" E
320	52° 56' 54,690" N	1° 9' 27,438" E
321	52° 56' 54,680" N	1° 9' 27,273" E
322	52° 56' 54,664" N	1° 9' 27,109" E
323	52° 56' 54,643" N	1° 9' 26,945" E
324	52° 56' 54,630" N	1° 9' 26,860" E
325	52° 56' 54,631" N	1° 9' 26,827" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
326	52° 56' 54,664" N	1° 9' 25,966" E
327	52° 56' 54,694" N	1° 9' 25,197" E
328	52° 56' 54,708" N	1° 9' 24,908" E
329	52° 56' 54,755" N	1° 9' 24,108" E
330	52° 56' 54,825" N	1° 9' 22,821" E
331	52° 56' 54,902" N	1° 9' 21,380" E
332	52° 56' 54,954" N	1° 9' 20,542" E
333	52° 56' 54,988" N	1° 9' 19,874" E
334	52° 56' 55,005" N	1° 9' 19,463" E
335	52° 56' 55,021" N	1° 9' 19,228" E
336	52° 56' 55,096" N	1° 9' 18,274" E
337	52° 56' 55,133" N	1° 9' 17,756" E
338	52° 56' 55,159" N	1° 9' 17,538" E
339	52° 56' 55,187" N	1° 9' 17,240" E
340	52° 56' 55,258" N	1° 9' 16,558" E
341	52° 56' 55,336" N	1° 9' 15,883" E
342	52° 56' 55,442" N	1° 9' 14,936" E
343	52° 56' 55,566" N	1° 9' 13,609" E
344	52° 56' 55,689" N	1° 9' 12,143" E
345	52° 56' 55,724" N	1° 9' 11,700" E
346	52° 56' 55,761" N	1° 9' 11,231" E
347	52° 56' 55,789" N	1° 9' 10,675" E
348	52° 56' 55,816" N	1° 9' 10,210" E
349	52° 56' 55,838" N	1° 9' 9,767" E
350	52° 56' 55,855" N	1° 9' 9,204" E
351	52° 56' 55,878" N	1° 9' 8,627" E
352	52° 56' 55,882" N	1° 9' 8,037" E
353	52° 56' 55,885" N	1° 9' 7,479" E
354	52° 56' 55,894" N	1° 9' 6,938" E
355	52° 56' 55,906" N	1° 9' 6,520" E
356	52° 56' 55,940" N	1° 9' 5,589" E
357	52° 56' 55,960" N	1° 9' 4,555" E
358	52° 56' 55,985" N	1° 9' 3,908" E
359	52° 56' 56,007" N	1° 9' 3,035" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
360	52° 56' 56,043" N	1° 9' 2,131" E
361	52° 56' 56,081" N	1° 9' 1,281" E
362	52° 56' 56,125" N	1° 9' 0,426" E
363	52° 56' 56,138" N	1° 9' 0,083" E
364	52° 56' 56,144" N	1° 9' 0,019" E
365	52° 56' 56,142" N	1° 8' 59,955" E
366	52° 56' 56,135" N	1° 8' 59,853" E
367	52° 56' 56,120" N	1° 8' 59,728" E
368	52° 56' 56,115" N	1° 8' 59,685" E
369	52° 56' 56,113" N	1° 8' 59,636" E
370	52° 56' 56,116" N	1° 8' 59,535" E
371	52° 56' 56,126" N	1° 8' 59,396" E
372	52° 56' 56,149" N	1° 8' 59,280" E
373	52° 56' 56,156" N	1° 8' 59,130" E
374	52° 56' 56,160" N	1° 8' 59,023" E
375	52° 56' 56,159" N	1° 8' 58,921" E
376	52° 56' 56,153" N	1° 8' 58,797" E
377	52° 56' 56,149" N	1° 8' 58,711" E
378	52° 56' 56,158" N	1° 8' 58,620" E
379	52° 56' 56,166" N	1° 8' 58,567" E
380	52° 56' 56,177" N	1° 8' 58,514" E
381	52° 56' 56,199" N	1° 8' 58,436" E
382	52° 56' 56,210" N	1° 8' 58,388" E
383	52° 56' 56,221" N	1° 8' 58,336" E
384	52° 56' 56,229" N	1° 8' 58,283" E
385	52° 56' 56,234" N	1° 8' 58,224" E
386	52° 56' 56,236" N	1° 8' 58,154" E
387	52° 56' 56,232" N	1° 8' 58,084" E
388	52° 56' 56,213" N	1° 8' 57,949" E
389	52° 56' 56,196" N	1° 8' 57,851" E
390	52° 56' 56,191" N	1° 8' 57,792" E
391	52° 56' 56,190" N	1° 8' 57,727" E
392	52° 56' 56,192" N	1° 8' 57,652" E
393	52° 56' 56,200" N	1° 8' 57,578" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
394	52° 56' 56,212" N	1° 8' 57,482" E
395	52° 56' 56,230" N	1° 8' 57,392" E
396	52° 56' 56,244" N	1° 8' 57,351" E
397	52° 56' 56,255" N	1° 8' 57,303" E
398	52° 56' 56,267" N	1° 8' 57,218" E
399	52° 56' 56,273" N	1° 8' 57,122" E
400	52° 56' 56,271" N	1° 8' 56,950" E
401	52° 56' 56,256" N	1° 8' 56,751" E
402	52° 56' 56,247" N	1° 8' 56,601" E
403	52° 56' 56,242" N	1° 8' 56,536" E
404	52° 56' 56,244" N	1° 8' 56,472" E
405	52° 56' 56,260" N	1° 8' 56,361" E
406	52° 56' 56,274" N	1° 8' 56,303" E
407	52° 56' 56,285" N	1° 8' 56,239" E
408	52° 56' 56,307" N	1° 8' 56,021" E
409	52° 56' 56,320" N	1° 8' 55,647" E
410	52° 56' 56,327" N	1° 8' 55,080" E
411	52° 56' 56,337" N	1° 8' 54,834" E
412	52° 56' 56,357" N	1° 8' 54,434" E
413	52° 56' 56,378" N	1° 8' 53,980" E
414	52° 56' 56,405" N	1° 8' 53,527" E
415	52° 56' 56,442" N	1° 8' 52,977" E
416	52° 56' 56,474" N	1° 8' 52,583" E
417	52° 56' 56,485" N	1° 8' 52,402" E
418	52° 56' 56,493" N	1° 8' 52,215" E
419	52° 56' 56,496" N	1° 8' 52,018" E
420	52° 56' 56,571" N	1° 8' 50,912" E
421	52° 56' 56,607" N	1° 8' 50,422" E
422	52° 56' 56,644" N	1° 8' 49,931" E
423	52° 56' 56,682" N	1° 8' 49,441" E
424	52° 56' 56,719" N	1° 8' 48,951" E
425	52° 56' 56,755" N	1° 8' 48,460" E
426	52° 56' 56,778" N	1° 8' 48,023" E
427	52° 56' 56,793" N	1° 8' 47,584" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
428	52° 56' 56,804" N	1° 8' 47,144" E
429	52° 56' 56,821" N	1° 8' 46,705" E
430	52° 56' 56,849" N	1° 8' 46,269" E
431	52° 56' 57,031" N	1° 8' 44,094" E
432	52° 56' 57,143" N	1° 8' 42,757" E
433	52° 56' 57,183" N	1° 8' 42,274" E
434	52° 56' 57,208" N	1° 8' 42,038" E
435	52° 56' 57,216" N	1° 8' 41,942" E
436	52° 56' 57,222" N	1° 8' 41,846" E
437	52° 56' 57,222" N	1° 8' 41,826" E
438	52° 56' 57,242" N	1° 8' 41,608" E
439	52° 56' 57,243" N	1° 8' 41,601" E
440	52° 56' 57,276" N	1° 8' 41,405" E
441	52° 56' 57,304" N	1° 8' 41,209" E
442	52° 56' 57,335" N	1° 8' 40,949" E
443	52° 56' 57,367" N	1° 8' 40,652" E
444	52° 56' 57,390" N	1° 8' 40,348" E
445	52° 56' 57,409" N	1° 8' 40,076" E
446	52° 56' 57,426" N	1° 8' 39,917" E
447	52° 56' 57,434" N	1° 8' 39,811" E
448	52° 56' 57,442" N	1° 8' 39,576" E
449	52° 56' 57,443" N	1° 8' 39,487" E
450	52° 56' 57,471" N	1° 8' 39,155" E
451	52° 56' 57,517" N	1° 8' 38,578" E
452	52° 56' 57,560" N	1° 8' 37,999" E
453	52° 56' 57,601" N	1° 8' 37,421" E
454	52° 56' 57,628" N	1° 8' 36,995" E
455	52° 56' 57,651" N	1° 8' 36,569" E
456	52° 56' 57,673" N	1° 8' 36,143" E
457	52° 56' 57,696" N	1° 8' 35,716" E
458	52° 56' 57,723" N	1° 8' 35,291" E
459	52° 56' 57,756" N	1° 8' 34,877" E
460	52° 56' 57,791" N	1° 8' 34,520" E
461	52° 56' 57,805" N	1° 8' 34,405" E



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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
462	52° 56' 57,833" N	1° 8' 34,187" E
463	52° 56' 57,854" N	1° 8' 33,996" E
464	52° 56' 57,876" N	1° 8' 33,767" E
465	52° 56' 57,909" N	1° 8' 33,475" E
466	52° 56' 57,937" N	1° 8' 33,262" E
467	52° 56' 57,958" N	1° 8' 33,060" E
468	52° 56' 57,974" N	1° 8' 32,825" E
469	52° 56' 57,988" N	1° 8' 32,547" E
470	52° 56' 57,996" N	1° 8' 32,371" E
471	52° 56' 58,009" N	1° 8' 32,099" E
472	52° 56' 58,026" N	1° 8' 31,698" E
473	52° 56' 58,053" N	1° 8' 31,164" E
474	52° 56' 58,091" N	1° 8' 30,706" E
475	52° 56' 58,128" N	1° 8' 30,178" E
476	52° 56' 58,173" N	1° 8' 29,592" E
477	52° 56' 58,219" N	1° 8' 29,048" E
478	52° 56' 58,278" N	1° 8' 28,431" E
479	52° 56' 58,343" N	1° 8' 27,669" E
480	52° 56' 58,359" N	1° 8' 27,381" E
481	52° 56' 58,372" N	1° 8' 27,216" E
482	52° 56' 58,390" N	1° 8' 26,964" E
483	52° 56' 58,392" N	1° 8' 26,912" E
484	52° 56' 58,399" N	1° 8' 26,837" E
485	52° 56' 58,403" N	1° 8' 26,797" E
486	52° 56' 58,398" N	1° 8' 26,780" E
487	52° 56' 57,591" N	1° 8' 23,453" E
488	52° 56' 57,607" N	1° 8' 23,312" E
489	52° 56' 57,696" N	1° 8' 22,616" E
490	52° 56' 57,736" N	1° 8' 22,254" E
491	52° 56' 57,819" N	1° 8' 21,510" E
492	52° 56' 58,021" N	1° 8' 19,543" E
493	52° 56' 58,154" N	1° 8' 18,288" E
494	52° 56' 58,156" N	1° 8' 18,267" E
495	52° 56' 58,293" N	1° 8' 16,991" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
496	52° 56' 58,371" N	1° 8' 16,290" E
497	52° 56' 58,452" N	1° 8' 15,590" E
498	52° 56' 58,533" N	1° 8' 14,889" E
499	52° 56' 58,611" N	1° 8' 14,188" E
500	52° 56' 58,684" N	1° 8' 13,438" E
501	52° 56' 58,747" N	1° 8' 12,686" E
502	52° 56' 58,808" N	1° 8' 11,957" E
503	52° 56' 59,726" N	1° 8' 12,960" E
504	52° 57' 0,102" N	1° 8' 13,371" E
505	53° 10' 25,477" N	1° 14' 43,972" E
506	53° 12' 29,925" N	1° 23' 41,529" E
507	53° 13' 37,575" N	1° 21' 15,819" E
508	53° 13' 38,222" N	1° 21' 13,292" E
509	53° 13' 39,087" N	1° 21' 10,499" E
510	53° 13' 39,861" N	1° 21' 8,335" E
511	53° 13' 40,479" N	1° 21' 6,766" E
512	53° 13' 41,191" N	1° 21' 5,076" E
513	53° 15' 1,825" N	1° 18' 14,021" E
514	53° 15' 1,855" N	1° 18' 13,955" E
515	53° 15' 1,962" N	1° 18' 13,727" E
516	53° 15' 2,070" N	1° 18' 13,499" E
517	53° 15' 2,163" N	1° 18' 13,302" E
518	53° 15' 2,202" N	1° 18' 13,221" E
519	53° 15' 2,292" N	1° 18' 13,034" E
520	53° 15' 2,400" N	1° 18' 12,808" E
521	53° 15' 2,511" N	1° 18' 12,580" E
522	53° 15' 2,622" N	1° 18' 12,353" E
523	53° 15' 2,733" N	1° 18' 12,126" E
524	53° 15' 2,845" N	1° 18' 11,900" E
525	53° 15' 2,958" N	1° 18' 11,675" E
526	53° 15' 3,071" N	1° 18' 11,450" E
527	53° 15' 3,185" N	1° 18' 11,226" E
528	53° 15' 3,298" N	1° 18' 11,003" E
529	53° 15' 3,413" N	1° 18' 10,780" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
530	53° 15' 3,528" N	1° 18' 10,557" E
531	53° 15' 3,643" N	1° 18' 10,336" E
532	53° 15' 3,759" N	1° 18' 10,115" E
533	53° 15' 3,875" N	1° 18' 9,895" E
534	53° 15' 3,992" N	1° 18' 9,676" E
535	53° 15' 4,109" N	1° 18' 9,458" E
536	53° 15' 4,227" N	1° 18' 9,240" E
537	53° 15' 4,345" N	1° 18' 9,022" E
538	53° 15' 4,462" N	1° 18' 8,808" E
539	53° 15' 4,562" N	1° 18' 8,627" E
540	53° 15' 4,605" N	1° 18' 8,549" E
541	53° 15' 4,703" N	1° 18' 8,372" E
542	53° 15' 4,822" N	1° 18' 8,160" E
543	53° 15' 4,942" N	1° 18' 7,946" E
544	53° 15' 5,063" N	1° 18' 7,733" E
545	53° 15' 5,184" N	1° 18' 7,521" E
546	53° 15' 5,306" N	1° 18' 7,309" E
547	53° 15' 5,428" N	1° 18' 7,098" E
548	53° 15' 5,551" N	1° 18' 6,888" E
549	53° 15' 5,674" N	1° 18' 6,678" E
550	53° 15' 5,797" N	1° 18' 6,469" E
551	53° 15' 5,921" N	1° 18' 6,262" E
552	53° 15' 6,046" N	1° 18' 6,054" E
553	53° 15' 6,170" N	1° 18' 5,847" E
554	53° 15' 6,296" N	1° 18' 5,641" E
555	53° 15' 6,421" N	1° 18' 5,436" E
556	53° 15' 6,547" N	1° 18' 5,232" E
557	53° 15' 6,674" N	1° 18' 5,028" E
558	53° 15' 6,801" N	1° 18' 4,825" E
559	53° 15' 6,926" N	1° 18' 4,626" E
560	53° 15' 7,032" N	1° 18' 4,458" E
561	53° 15' 7,078" N	1° 18' 4,387" E
562	53° 15' 7,186" N	1° 18' 4,218" E
563	53° 15' 7,313" N	1° 18' 4,021" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
564	53° 15' 7,442" N	1° 18' 3,821" E
565	53° 15' 7,571" N	1° 18' 3,623" E
566	53° 15' 7,701" N	1° 18' 3,425" E
567	53° 15' 7,832" N	1° 18' 3,228" E
568	53° 15' 7,962" N	1° 18' 3,032" E
569	53° 15' 8,094" N	1° 18' 2,836" E
570	53° 15' 8,225" N	1° 18' 2,642" E
571	53° 15' 8,357" N	1° 18' 2,448" E
572	53° 15' 8,489" N	1° 18' 2,255" E
573	53° 15' 8,622" N	1° 18' 2,063" E
574	53° 15' 8,755" N	1° 18' 1,871" E
575	53° 15' 8,889" N	1° 18' 1,680" E
576	53° 15' 9,023" N	1° 18' 1,491" E
577	53° 15' 9,157" N	1° 18' 1,301" E
578	53° 15' 9,292" N	1° 18' 1,112" E
579	53° 15' 9,427" N	1° 18' 0,925" E
580	53° 15' 9,562" N	1° 18' 0,738" E
581	53° 15' 9,697" N	1° 18' 0,555" E
582	53° 15' 9,808" N	1° 18' 0,403" E
583	53° 15' 9,856" N	1° 18' 0,339" E
584	53° 15' 9,973" N	1° 18' 0,180" E
585	53° 15' 10,108" N	1° 18' 0,000" E
586	53° 15' 10,246" N	1° 17' 59,816" E
587	53° 15' 10,384" N	1° 17' 59,634" E
588	53° 15' 10,522" N	1° 17' 59,453" E
589	53° 15' 10,661" N	1° 17' 59,272" E
590	53° 15' 10,800" N	1° 17' 59,093" E
591	53° 15' 10,940" N	1° 17' 58,914" E
592	53° 15' 11,079" N	1° 17' 58,736" E
593	53° 15' 11,219" N	1° 17' 58,559" E
594	53° 15' 11,360" N	1° 17' 58,382" E
595	53° 15' 11,501" N	1° 17' 58,206" E
596	53° 15' 11,642" N	1° 17' 58,032" E
597	53° 15' 11,784" N	1° 17' 57,858" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
598	53° 15' 11,926" N	1° 17' 57,685" E
599	53° 15' 12,068" N	1° 17' 57,513" E
600	53° 15' 12,211" N	1° 17' 57,341" E
601	53° 15' 12,354" N	1° 17' 57,171" E
602	53° 15' 12,497" N	1° 17' 57,001" E
603	53° 15' 12,641" N	1° 17' 56,832" E
604	53° 15' 12,785" N	1° 17' 56,664" E
605	53° 15' 12,930" N	1° 17' 56,497" E
606	53° 15' 13,075" N	1° 17' 56,331" E
607	53° 15' 13,220" N	1° 17' 56,165" E
608	53° 15' 13,365" N	1° 17' 56,000" E
609	53° 15' 13,511" N	1° 17' 55,837" E
610	53° 15' 13,657" N	1° 17' 55,674" E
611	53° 15' 13,804" N	1° 17' 55,512" E
612	53° 15' 13,951" N	1° 17' 55,351" E
613	53° 15' 14,098" N	1° 17' 55,190" E
614	53° 15' 14,246" N	1° 17' 55,030" E
615	53° 15' 14,394" N	1° 17' 54,872" E
616	53° 15' 14,542" N	1° 17' 54,714" E
617	53° 15' 14,691" N	1° 17' 54,557" E
618	53° 15' 14,839" N	1° 17' 54,401" E
619	53° 15' 14,989" N	1° 17' 54,246" E
620	53° 15' 15,138" N	1° 17' 54,092" E
621	53° 15' 15,288" N	1° 17' 53,938" E
622	53° 15' 15,438" N	1° 17' 53,786" E
623	53° 15' 15,589" N	1° 17' 53,634" E
624	53° 15' 15,738" N	1° 17' 53,485" E
625	53° 15' 15,868" N	1° 17' 53,356" E
626	53° 15' 15,920" N	1° 17' 53,304" E
627	53° 15' 16,045" N	1° 17' 53,182" E
628	53° 15' 16,194" N	1° 17' 53,036" E
629	53° 15' 16,346" N	1° 17' 52,889" E
630	53° 15' 16,499" N	1° 17' 52,743" E
631	53° 15' 16,652" N	1° 17' 52,597" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
632	53° 15' 16,804" N	1° 17' 52,453" E
633	53° 15' 16,958" N	1° 17' 52,309" E
634	53° 15' 17,111" N	1° 17' 52,166" E
635	53° 15' 17,265" N	1° 17' 52,024" E
636	53° 15' 17,419" N	1° 17' 51,883" E
637	53° 15' 17,574" N	1° 17' 51,743" E
638	53° 15' 17,729" N	1° 17' 51,604" E
639	53° 15' 17,884" N	1° 17' 51,466" E
640	53° 15' 18,039" N	1° 17' 51,328" E
641	53° 15' 18,195" N	1° 17' 51,192" E
642	53° 15' 18,351" N	1° 17' 51,057" E
643	53° 15' 18,507" N	1° 17' 50,922" E
644	53° 15' 18,664" N	1° 17' 50,788" E
645	53° 15' 18,821" N	1° 17' 50,655" E
646	53° 15' 18,976" N	1° 17' 50,525" E
647	53° 15' 19,109" N	1° 17' 50,414" E
648	53° 15' 19,165" N	1° 17' 50,368" E
649	53° 15' 19,295" N	1° 17' 50,261" E
650	53° 15' 19,451" N	1° 17' 50,133" E
651	53° 15' 19,609" N	1° 17' 50,005" E
652	53° 15' 19,767" N	1° 17' 49,878" E
653	53° 15' 19,926" N	1° 17' 49,752" E
654	53° 15' 20,085" N	1° 17' 49,626" E
655	53° 15' 20,244" N	1° 17' 49,502" E
656	53° 15' 20,404" N	1° 17' 49,378" E
657	53° 15' 20,564" N	1° 17' 49,256" E
658	53° 15' 20,724" N	1° 17' 49,134" E
659	53° 15' 20,884" N	1° 17' 49,013" E
660	53° 15' 21,045" N	1° 17' 48,893" E
661	53° 15' 21,205" N	1° 17' 48,775" E
662	53° 15' 21,366" N	1° 17' 48,657" E
663	53° 15' 21,528" N	1° 17' 48,539" E
664	53° 15' 21,689" N	1° 17' 48,424" E
665	53° 15' 21,851" N	1° 17' 48,308" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
666	53° 15' 22,013" N	1° 17' 48,194" E
667	53° 15' 22,175" N	1° 17' 48,081" E
668	53° 15' 22,336" N	1° 17' 47,970" E
669	53° 15' 22,470" N	1° 17' 47,878" E
670	53° 15' 22,530" N	1° 17' 47,838" E
671	53° 15' 22,666" N	1° 17' 47,746" E
672	53° 15' 22,827" N	1° 17' 47,638" E
673	53° 15' 22,990" N	1° 17' 47,530" E
674	53° 15' 23,153" N	1° 17' 47,422" E
675	53° 15' 23,317" N	1° 17' 47,315" E
676	53° 15' 23,481" N	1° 17' 47,210" E
677	53° 15' 23,646" N	1° 17' 47,105" E
678	53° 15' 23,810" N	1° 17' 47,002" E
679	53° 15' 23,975" N	1° 17' 46,899" E
680	53° 15' 24,140" N	1° 17' 46,797" E
681	53° 15' 24,305" N	1° 17' 46,696" E
682	53° 15' 24,471" N	1° 17' 46,597" E
683	53° 15' 24,636" N	1° 17' 46,498" E
684	53° 15' 24,802" N	1° 17' 46,400" E
685	53° 15' 24,968" N	1° 17' 46,303" E
686	53° 15' 25,135" N	1° 17' 46,207" E
687	53° 15' 25,300" N	1° 17' 46,112" E
688	53° 15' 25,467" N	1° 17' 46,019" E
689	53° 15' 25,632" N	1° 17' 45,926" E
690	53° 15' 25,770" N	1° 17' 45,851" E
691	53° 15' 25,829" N	1° 17' 45,818" E
692	53° 15' 25,970" N	1° 17' 45,741" E
693	53° 15' 26,136" N	1° 17' 45,652" E
694	53° 15' 26,303" N	1° 17' 45,563" E
695	53° 15' 26,471" N	1° 17' 45,475" E
696	53° 15' 26,639" N	1° 17' 45,388" E
697	53° 15' 26,807" N	1° 17' 45,302" E
698	53° 15' 26,975" N	1° 17' 45,217" E
699	53° 15' 27,144" N	1° 17' 45,133" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
700	53° 15' 27,312" N	1° 17' 45,049" E
701	53° 15' 27,481" N	1° 17' 44,967" E
702	53° 15' 27,650" N	1° 17' 44,886" E
703	53° 15' 27,819" N	1° 17' 44,806" E
704	53° 15' 27,989" N	1° 17' 44,726" E
705	53° 15' 28,158" N	1° 17' 44,648" E
706	53° 15' 28,328" N	1° 17' 44,571" E
707	53° 15' 28,498" N	1° 17' 44,495" E
708	53° 15' 28,668" N	1° 17' 44,420" E
709	53° 15' 28,838" N	1° 17' 44,345" E
710	53° 15' 29,008" N	1° 17' 44,272" E
711	53° 15' 29,177" N	1° 17' 44,201" E
712	53° 15' 29,315" N	1° 17' 44,143" E
713	53° 15' 29,374" N	1° 17' 44,118" E
714	53° 15' 29,522" N	1° 17' 44,057" E
715	53° 15' 29,691" N	1° 17' 43,989" E
716	53° 15' 29,862" N	1° 17' 43,921" E
717	53° 15' 30,033" N	1° 17' 43,853" E
718	53° 15' 30,204" N	1° 17' 43,787" E
719	53° 15' 30,376" N	1° 17' 43,722" E
720	53° 15' 30,548" N	1° 17' 43,658" E
721	53° 15' 30,719" N	1° 17' 43,594" E
722	53° 15' 30,892" N	1° 17' 43,532" E
723	53° 15' 31,063" N	1° 17' 43,471" E
724	53° 15' 31,235" N	1° 17' 43,411" E
725	53° 15' 31,408" N	1° 17' 43,351" E
726	53° 15' 31,580" N	1° 17' 43,293" E
727	53° 15' 31,752" N	1° 17' 43,236" E
728	53° 15' 31,925" N	1° 17' 43,180" E
729	53° 15' 32,098" N	1° 17' 43,124" E
730	53° 15' 32,270" N	1° 17' 43,070" E
731	53° 15' 32,444" N	1° 17' 43,017" E
732	53° 15' 32,617" N	1° 17' 42,965" E
733	53° 15' 32,789" N	1° 17' 42,914" E



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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
734	53° 15' 32,963" N	1° 17' 42,864" E
735	53° 15' 33,137" N	1° 17' 42,814" E
736	53° 15' 33,310" N	1° 17' 42,766" E
737	53° 15' 33,484" N	1° 17' 42,719" E
738	53° 15' 33,657" N	1° 17' 42,673" E
739	53° 15' 33,831" N	1° 17' 42,628" E
740	53° 15' 34,005" N	1° 17' 42,584" E
741	53° 15' 34,179" N	1° 17' 42,541" E
742	53° 15' 34,353" N	1° 17' 42,499" E
743	53° 15' 34,527" N	1° 17' 42,458" E
744	53° 15' 34,701" N	1° 17' 42,418" E
745	53° 15' 34,876" N	1° 17' 42,379" E
746	53° 15' 35,050" N	1° 17' 42,341" E
747	53° 15' 35,225" N	1° 17' 42,304" E
748	53° 15' 35,399" N	1° 17' 42,268" E
749	53° 15' 35,574" N	1° 17' 42,233" E
750	53° 15' 35,749" N	1° 17' 42,199" E
751	53° 15' 35,923" N	1° 17' 42,167" E
752	53° 15' 36,098" N	1° 17' 42,135" E
753	53° 15' 36,273" N	1° 17' 42,104" E
754	53° 15' 36,446" N	1° 17' 42,074" E
755	53° 15' 36,597" N	1° 17' 42,050" E
756	53° 15' 36,656" N	1° 17' 42,040" E
757	53° 15' 36,801" N	1° 17' 42,017" E
758	53° 15' 36,974" N	1° 17' 41,991" E
759	53° 15' 37,148" N	1° 17' 41,965" E
760	53° 15' 37,323" N	1° 17' 41,941" E
761	53° 15' 37,499" N	1° 17' 41,917" E
762	53° 15' 37,675" N	1° 17' 41,894" E
763	53° 15' 37,850" N	1° 17' 41,873" E
764	53° 15' 38,025" N	1° 17' 41,852" E
765	53° 15' 38,201" N	1° 17' 41,833" E
766	53° 15' 38,376" N	1° 17' 41,814" E
767	53° 15' 38,552" N	1° 17' 41,797" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
768	53° 15' 38,728" N	1° 17' 41,780" E
769	53° 15' 38,903" N	1° 17' 41,765" E
770	53° 15' 39,078" N	1° 17' 41,751" E
771	53° 15' 39,254" N	1° 17' 41,737" E
772	53° 15' 39,430" N	1° 17' 41,725" E
773	53° 15' 39,606" N	1° 17' 41,714" E
774	53° 15' 39,782" N	1° 17' 41,703" E
775	53° 15' 39,957" N	1° 17' 41,694" E
776	53° 15' 40,131" N	1° 17' 41,686" E
777	53° 15' 40,281" N	1° 17' 41,680" E
778	53° 15' 40,344" N	1° 17' 41,677" E
779	53° 15' 40,487" N	1° 17' 41,672" E
780	53° 15' 40,660" N	1° 17' 41,667" E
781	53° 15' 40,837" N	1° 17' 41,663" E
782	53° 15' 41,013" N	1° 17' 41,660" E
783	53° 15' 41,188" N	1° 17' 41,658" E
784	53° 15' 41,364" N	1° 17' 41,657" E
785	53° 15' 41,540" N	1° 17' 41,657" E
786	53° 15' 41,716" N	1° 17' 41,658" E
787	53° 15' 41,892" N	1° 17' 41,660" E
788	53° 15' 42,068" N	1° 17' 41,663" E
789	53° 15' 42,244" N	1° 17' 41,667" E
790	53° 15' 42,420" N	1° 17' 41,673" E
791	53° 15' 42,595" N	1° 17' 41,679" E
792	53° 15' 42,771" N	1° 17' 41,686" E
793	53° 15' 42,947" N	1° 17' 41,694" E
794	53° 15' 43,123" N	1° 17' 41,703" E
795	53° 15' 43,298" N	1° 17' 41,714" E
796	53° 15' 43,474" N	1° 17' 41,725" E
797	53° 15' 43,648" N	1° 17' 41,737" E
798	53° 15' 43,798" N	1° 17' 41,749" E
799	53° 17' 24,066" N	1° 17' 49,680" E
800	53° 17' 49,561" N	1° 17' 29,006" E
801	53° 18' 9,032" N	1° 17' 13,212" E

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
802	53° 18' 47,802" N	1° 16' 53,972" E
803	53° 18' 47,894" N	1° 16' 53,926" E
804	53° 18' 47,772" N	1° 16' 53,803" E
805	53° 10' 41,118" N	1° 14' 20,621" E

## PART 2

### Ancillary works

1. Works within the Order limits which have been subject to an environmental assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised development;
- (b) temporary or permanent buoys, beacons, fenders and other navigational warning or ship impact protection works; and
- (c) temporary works for the benefit or protection of land or structures affected by the authorised development.

## SCHEDULE 2

Article 3

## PART 1

### Requirements

#### **Time limits**

1.—(1) The Dudgeon Extension Project must commence no later than the expiration of seven years beginning with the date this Order comes into force.

(2) The Sheringham Shoal Extension Project must commence no later than the expiration of seven years beginning with the date this Order comes into force.

#### **Detailed offshore design parameters**

##### *Wind turbine generator dimensions*

2.—(1) Subject to sub-paragraph (4), wind turbine generators forming part of the authorised project must not—

- (a) exceed a height of 330 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a rotor diameter of 300 metres;
- (c) be less than 1.05 kilometres from the nearest wind turbine generator in any direction;
- (d) have a distance of less than 30 metres between the lowest point of the rotating blade of the wind turbine generator and HAT;

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- (e) exceed 23 wind turbine generators in respect of the Sheringham Shoal Extension Project offshore works; or
  - (f) exceed 30 wind turbine generators in respect of the Dudgeon Extension Project offshore works.
- (2) The total rotor-swept area within Work No. 1A must not exceed 1.00 square kilometres.
- (3) The total rotor-swept area within Work No. 1B must not exceed 1.30 square kilometres.
- (4) References to the location of a wind turbine generator are references to the centre point at the base of the wind turbine generator.

*Wind turbine generator foundations*

**3.—**(1) Wind turbine generator foundations must be of one or more of the following foundation options: piled monopile, suction bucket monopile, piled jacket, suction bucket jacket or gravity base structure foundation.

(2) No wind turbine generator piled monopile or suction bucket monopile foundation may have a pile diameter exceeding 16 metres.

(3) No wind turbine generator gravity base structure foundation may—

- (a) have a seabed base plate exceeding 60 metres in diameter; or
- (b) have a gravel footing exceeding 62 metres in diameter.

(4) No wind turbine generator piled jacket or suction bucket jacket foundation may—

- (a) have more than four legs;
- (b) have more than four piles; or
- (c) have a pile diameter exceeding four metres.

**4.—**(1) Within Work No. 1A, the wind turbine generator foundations must not have—

- (a) a total combined seabed footprint (including scour protection) exceeding 483,491 square metres;
- (b) a total combined amount of scour protection exceeding 429,770 square metres; or
- (c) a total combined volume of scour protection exceeding 1,074,770 cubic metres.

(2) Within Work No. 1B, the wind turbine generator foundations must not have—

- (a) a total combined seabed footprint (including scour protection) exceeding 610,726 square metres;
- (b) a total combined amount of scour protection exceeding 542,867 square metres; or
- (c) a total combined volume of scour protection exceeding 1,357,168 cubic metres.

*Offshore Platform dimensions*

**5.** The dimensions of any offshore substation platform (excluding towers, masts and cranes) must not exceed—

- (a) 70 metres in length;
- (b) 40 metres in width; or
- (c) 50 metres in height above HAT.

*Offshore Platform foundations*

**6.—**(1) Offshore substation platform foundations must be of one or more of the following foundation options: piled jacket or suction bucket jacket.

- (2) No offshore substation platform foundation may—
  - (a) have more than four legs;
  - (b) have more than eight piles;
  - (c) have a pile diameter exceeding 3.5 metres;
  - (d) have a seabed footprint (excluding subsea scour protection) exceeding 707 square metres;  
or
  - (e) have a seabed footprint (including subsea scour protection) exceeding 4,761 square metres.
- (3) The total amount of scour protection for the offshore substation platform in Work No. 3A or 3C must not exceed 4054 square metres.
- (4) The total volume of scour protection for the offshore substation platform in Work No. 3A or 3C must not exceed 7297 cubic metres.
- (5) The total amount of scour protection for the offshore substation platform in Work No. 3B or 3C must not exceed 4054 square metres.
- (6) The total volume of scour protection for the offshore substation platform in Work No. 3B or 3C must not exceed 7297 cubic metres.

*Cables and cable protection*

- 7.—(1) In the event of scenario 1, scenario 2, scenario 3 or scenario 4, within Work No. 2A the in-field cables must not, in total—
- (a) exceed 36 in number;
  - (b) exceed 90 kilometres in length;
  - (c) exceed 0 cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 4,000 square metres in area; or
  - (e) have cable protection (including cable crossings) exceeding 1,000 cubic metres in volume.
- (2) In the event of scenario 1, scenario 2, scenario 3 or scenario 4, within Work No. 2B the in-field cables must not, in total—
- (a) exceed 54 in number;
  - (b) exceed 135 kilometres in length;
  - (c) exceed seven cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 4,000 square metres in area; or
  - (e) have cable protection (including cable crossings) exceeding 1,000 cubic metres in volume.
- (3) In the event of scenario 1, scenario 2 or scenario 3, within Work Nos. 3A to 5A, the offshore export cables must not, in total—
- (a) exceed one in number;
  - (b) exceed 40 kilometres in length;
  - (c) exceed four cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 9,504 square metres in area; or
  - (e) have cable protection (including cable crossings) exceeding 6885 cubic metres in volume.
- (4) In the event of scenario 1, scenario 2, scenario 3 within Work Nos. 3B to 5B the offshore export cables must not, in total—
- (a) exceed one in number;
  - (b) exceed 62 kilometres in length;

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- (c) exceed four cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 9,504 square metres in area; or
  - (e) have cable protection (including cable crossings) exceeding 6885 cubic metres in volume.
- (5) In the event of scenario 1, scenario 2 or scenario 3, within Work No. 4B the interlink cables must not, in total—
- (a) exceed three in number;
  - (b) exceed 66 kilometres in length;
  - (c) exceed six cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 6708 square metres in area; or
  - (e) have cable protection (including cable crossings) exceeding 1896 cubic metres in volume.
- (6) In the event of scenario 4 within Work Nos. 3C to 5C, the offshore export cables must not, in total—
- (a) exceed two in number;
  - (b) exceed 80 kilometres in length;
  - (c) exceed eight cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 16,008 square metres in area;  
or
  - (e) have cable protection (including cable crossings) exceeding 12,645 cubic metres in volume.
- (7) In the event of scenario 4, within Work No. 4C the interlink cables must not, in total—
- (a) exceed seven in number;
  - (b) exceed 154 kilometres in length;
  - (c) exceed six cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 12,708 square metres in area;  
or
  - (e) have cable protection (including cable crossings) exceeding 3396 cubic metres in volume.

### **Offshore decommissioning**

8.—(1) No Sheringham Shoal Extension Project offshore works may commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2)(44) of the 2004 Act has been submitted to and approved by the Secretary of State.

(2) No Dudgeon Extension Project offshore works may commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) of the 2004 Act has been submitted to and approved by the Secretary of State.

### **Scenarios and Phases of authorised development**

9.—(1) The undertaker may commence or exercise powers of compulsory acquisition under Part 5 of this Order in relation only to scenario 1, scenario 2, scenario 3 or scenario 4 in accordance with sub-paragraphs (2) and (3).

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(44) Section 105(2) was substituted by section 69(3) of the Energy Act 2008 (c. 32).

(2) The Sheringham Shoal Extension Project onshore works must not commence, and powers of compulsory acquisition under Part 5 of this Order must not be exercised, until notification has been submitted to the relevant planning authority as to whether SEL intends to commence scenario 1, scenario 2, scenario 3 or scenario 4.

(3) The Dudgeon Extension Project onshore works must not commence, and powers of compulsory acquisition under Part 5 of this Order must not be exercised, until notification has been submitted to the relevant planning authority as to whether DEL intends to commence scenario 1, scenario 2, scenario 3 or scenario 4.

(4) The notifications required under either sub-paragraph (1) or sub-paragraph (3) must be submitted to the relevant planning authority prior to submission of a written scheme to be submitted for approval under sub-paragraphs (5) or (6).

(5) The Sheringham Shoal Extension Project onshore works must not be commenced until a written scheme setting out (with regards to the relevant scenario notified under sub-paragraph (1)) the phases of construction of the Sheringham Shoal Extension Project onshore works has been submitted to and approved by the relevant planning authority.

(6) The Dudgeon Extension Project onshore works must not be commenced until a written scheme setting out (with regards to the relevant scenario notified under sub-paragraph (3)) the phases of construction of the Dudgeon Extension Project onshore works has been submitted to and approved by the relevant planning authority.

(7) Any subsequent amendments to any written scheme submitted for approval under sub-paragraphs (5) and (6) must be submitted to, and approved by, the relevant planning authority.

(8) Each written scheme submitted for approval under sub-paragraphs (5) and (6) scheme must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved in accordance with sub-paragraph (7).

### **Detailed design parameters onshore**

**10.**—(1) Construction of Work No. 15A in the event of scenario 1 or scenario 2 must not commence until the details specified under sub-paragraph (4) have been submitted to and approved in writing by the relevant planning authority.

(2) Construction of Work No. 15B in the event of scenario 1 or scenario 2 must not commence until the details specified under sub-paragraph (4) have been submitted to and approved in writing by the relevant planning authority.

(3) Construction of Work Nos. 15C in the event of scenario 3 or scenario 4 must not commence until the details specified under sub-paragraph (4) have been submitted to and approved in writing by the relevant planning authority.

(4) The details required for approval in accordance with either sub-paragraphs (1), (2) or (3) are—

- (a) layout;
- (b) scale;
- (c) proposed finished ground levels;
- (d) external appearance and materials;
- (e) hard surfacing materials;
- (f) vehicular and pedestrian access and parking areas;
- (g) minor structures, such as furniture, refuse or other storage units, signs and lighting; and
- (h) proposed and existing functional services above and below ground, including drainage, power and communications cables and pipelines, manholes and supports.

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(5) The details submitted under sub-paragraphs (1), (2) or (3) and under requirement 14 (fencing and other means of enclosure) must—

- (a) be in accordance with the design and access statement; and
- (b) have been subject to a design review process carried out by an independent design review panel to the satisfaction of the relevant planning authority and which must consider whether sub-paragraph (5)(a) has been satisfied and make recommendations for design improvements if not.

(6) Work Nos. 15A and 15B in the event of scenario 1 or scenario 2 or Work No.15C in the event of scenario 3 or scenario 4 must be carried out in accordance with the details approved under sub-paragraphs (1), (2) or (3) for each work.

(7) The permanent access road to the onshore Sheringham Shoal Extension Project substation and onshore Dudgeon Extension Project substation in the event of scenario 1 or scenario 2 or to the integrated onshore substation in scenario 3 or scenario 4—

- (a) must not commence until details of its precise location have been submitted to and approved in writing by the relevant planning authority; and
- (b) must be no more than six metres wide.

(8) The permanent access road to the onshore Sheringham Shoal Extension Project substation and onshore Dudgeon Extension Project substation in the event of scenario 1 or scenario 2 or to the integrated onshore substation in scenario 3 or scenario 4 must be carried out in accordance with the details approved under sub-paragraph (7).

(9) In the event of scenario 1(a) or scenario 1(b), the width of the onshore cable corridor must not exceed 45 metres save in respect of the following—

- (a) where the onshore cables pass through or adjacent to the FEP phase 2 site, the width of the onshore cable corridor must not exceed 130 metres; and
- (b) where HDD is used to install the cables (other than within or adjacent to the FEP phase 2 site under sub-paragraph (a)), the width of the onshore cable corridor must not exceed 100 metres.

### **Provision of landscaping**

**11.—**(1) No phase of the onshore works may commence until a written landscape management plan (which accords with the outline landscape management plan) for that phase has been submitted to, and approved by, the relevant planning authority.

(2) Each landscaping scheme must include details of all proposed hard and soft landscaping works, including—

- (a) surveys, assessments and method statements;
- (b) location, number, species, size and planting density of any proposed planting;
- (c) cultivation, treatment of materials and other operations to ensure plant establishment;
- (d) proposed finished ground levels;
- (e) details of existing trees and hedges to be removed and details of existing trees and hedges to be retained, with measures for their protection during the construction period where applicable and the details provided should be in accordance with British Standard 5837:2012 “Trees in relation to design, demolition and construction” and the Hedgerow Regulations 1997; and
- (f) implementation timetables for all landscaping works, including proposals for reinstatement.



(3) A landscape management plan submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(4) Each landscape management plan must be implemented as approved.

### **Implementation and maintenance of landscaping**

**12.**—(1) All landscaping works must be carried out in accordance with a landscape management plan approved under requirement 11 (provision of landscaping) and in accordance with the relevant recommendations of appropriate British Standards.

(2) Any tree or shrub planted as part of an approved landscape management plan that, within ten years after planting (save in relation to Work Nos. 18A, 18B, 22A and 22B, for which the relevant period is the operational lifetime of the authorised development), is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased, must be replaced in the next planting season with a specimen of the same species and size as that originally planted, unless otherwise agreed by the relevant planning authority.

(3) Any landscape management plan submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

### **Ecological management plan**

**13.**—(1) No phase of the onshore works may commence until a written ecological management plan (which accords with the outline ecological management plan and the relevant recommendations of appropriate British Standards or Industry Guidance) for that phase reflecting the survey results and ecological mitigation, enhancement and biodiversity net gain measures included in the environmental statement has been submitted to and approved by the relevant planning authority in consultation with Natural England and (where works have potential to affect wetland habitat) the Environment Agency.

(2) Pre-commencement site clearance works must only take place in accordance with a specific written ecological management plan for site clearance works (which accords with the relevant details for pre-commencement site clearance works in the outline ecological management plan) has been submitted to and approved by the relevant planning authority.

(3) Any ecological management plan submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(4) Each ecological management plan must include an implementation timetable and must be carried out as approved.

### **Fencing and other means of enclosure**

**14.**—(1) No phase of the onshore works may commence until details of all proposed permanent fences, walls or other means of enclosure for that phase have been submitted to and approved by the relevant planning authority.

(2) Any approved permanent fencing in relation to Work Nos. 15A or 15B, or in the event of scenario 3 or scenario 4, 15C must be completed before that work is brought into use.

(3) Permanent fencing, walls and other means of enclosure approved under sub-paragraphs (1) and (2) must be provided and maintained until the onshore works to which they relate are decommissioned in accordance with the onshore decommissioning plan approved under requirement 29 (onshore decommissioning).

## **Traffic and Transport**

**15.**—(1) No phase of the onshore works may commence until for that phase a construction traffic management plan (which must be in accordance with the outline construction traffic management plan), as appropriate for the relevant phase, has for that phase been submitted to and approved by the relevant planning authority in consultation with Norfolk County Council or in respect of the strategic road network National Highways.

(2) Any plan submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(3) Each plan approved under sub-paragraph (1) must be implemented upon commencement of the relevant phase of the onshore works.

(4) If any of the accesses identified in the outline construction traffic management plan are required for pre-commencement archaeological investigations, a specific plan for such accesses which must accord with the relevant details set out in the outline construction traffic management plan must be submitted to and approved by the relevant planning authority, in consultation with Norfolk County Council or in respect of the strategic road network National Highways, prior to the construction and use of such accesses. The accesses identified must be constructed and used in accordance with the details contained in the specific plan so approved.

(5) During construction of the authorised development, the maximum daily vehicle trips set out in Annex A of the outline construction traffic management plan must not be exceeded.

## **Highway accesses**

**16.**—(1) Construction of any new permanent or temporary means of access to a highway, or alteration, or use of an existing means of access to a highway, must not commence until an access plan for that access has been submitted to and approved by the relevant planning authority in consultation with Norfolk County Council or in respect of the strategic road network National Highways.

(2) The access plan must include details of the siting, design, layout, visibility splays, access management measures, lighting, signing, safety measures and a maintenance programme relevant to the access it relates to.

(3) The highway accesses (including visibility splays) must be constructed and maintained in accordance with the approved details.

## **Operational Drainage Strategy**

**17.**—(1) In the event of scenario 1 or scenario 2, each of Work Nos. 15A, 15B, 18A and 18B must not commence until a written plan for drainage during operation of the relevant work, has been submitted to and approved by the relevant planning authority, following consultation with the lead local flood authority and the Environment Agency.

(2) In the event of scenario 3 or scenario 4, Work No. 15C, 18A and 18B must not commence until a written plan for drainage during operation of the relevant work, has been submitted to and approved by the relevant planning authority, following consultation with, the lead local flood authority and the Environment Agency.

(3) Each operational drainage strategy must accord with the principles for the relevant work set out in the outline operational drainage strategy (onshore substation), must include a timetable for implementation, and must include provision for the maintenance of any measures identified.

(4) Each operational drainage strategy must be implemented as approved.

## **Onshore Archaeology**

**18.**—(1) No phase of the onshore works may commence until a written scheme of archaeological investigation for that phase (which must accord with the outline written scheme of investigation (onshore)) has, after consultation with Norfolk County Council and the statutory historic body, been submitted to and approved by the relevant planning authority.

(2) Each scheme must—

- (a) set out a pre-construction programme of archaeological evaluation that defines the extent and character of archaeological sites and identifies where subsequent archaeological mitigation (i.e. archaeological excavation or monitoring) are required;
- (b) set out the programme and methodology for site investigation and recording;
- (c) set out the programme for post-excavation assessment, the results of which may inform the scope of analysis;
- (d) provision to be made for analysis of the site investigation and recording;
- (e) provision to be made for publication and dissemination of the analysis and records of the site investigation;
- (f) provision to be made for archive deposition of the analysis and records of the site investigation; and
- (g) nominate a competent person or organisation to undertake the works set out in the written scheme of investigation.

(3) Any written scheme of archaeological investigation or archaeological monitoring works submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(4) Any archaeological investigations must be carried out in accordance with a scheme approved under sub-paragraph (1).

(5) The pre-construction archaeological evaluation, archaeological site investigations, archaeological monitoring and post-excavation assessment for each phase must be completed for that phase in accordance with the programme set out in the relevant written scheme of archaeological investigation and provision made for analysis, publication and dissemination of results and archive deposition secured for that phase.

(6) For the purposes of this requirement 18 only, the definition of “commence” includes intrusive archaeological investigations.

## **Code of construction practice**

**19.**—(1) No phase of the onshore works may commence until a code of construction practice (which must accord with the outline code of construction practice) for that phase has been submitted to and approved by the relevant planning authority following consultation as appropriate with Norfolk County Council, the Environment Agency, Natural England and, if applicable, the MMO.

(2) Any code of construction practice submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(3) All construction works for each phase must be undertaken in accordance with the relevant approved code of construction practice.

(4) Pre-commencement screening and fencing works must only take place in accordance with a specific plan for such pre-commencement works which must accord with the relevant details for screening and fencing security set out in the outline code of construction practice, and which has been submitted to and approved by the relevant planning authority.

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## Construction hours

**20.**—(1) Construction work for the onshore works must only take place between 0700 hours and 1900 hours Monday to Friday, and 0700 hours to 1300 hours on Saturdays, with no activity on Sundays or bank holidays, except as specified in sub-paragraphs (2) to (4).

(2) Outside the hours specified in sub-paragraph (1), construction work may be undertaken for essential activities including but not limited to—

- (a) continuous periods of operation that are required as assessed in the environmental statement, such as concrete pouring, drilling, dewatering, cable jointing, pulling cables (including fibre optic cables) through ducts and HDD at three locations only: the A11 (Crossing RDX048); the Cambridge to Norwich Railway Line (Crossing RLX002); and the North Norfolk Railway Line (Crossing RLX001);
- (b) delivery to the onshore works of abnormal loads that may otherwise cause congestion on the local road network;
- (c) works required that may necessitate the temporary closure of roads;
- (d) onshore works at the landfall;
- (e) commissioning or outage works associated with the National Grid substation connection works;
- (f) electrical installation; or
- (g) emergency works.

(3) Outside the hours specified in sub-paragraph (1), construction work may be undertaken for non-intrusive activities including but not limited to—

- (a) fitting out works within—
  - (i) the onshore HVAC substation buildings comprised within Work Nos. 15A and 15B in the event of scenario 1 or scenario 2; or
  - (ii) the integrated onshore substation building comprised within Work No. 15C in the event of scenario 3 or scenario 4; and
- (b) daily start up or shut down.

(4) Save for emergency works, full details, including but not limited to type of activity, vehicle movements and type, timing and duration and any proposed mitigation, of all essential construction activities under sub-paragraph (2) and undertaken outside of the hours specified in sub-paragraph (1) must be agreed with the relevant planning authority in writing in advance, and must be carried out within the agreed time.

(5) In the event of an emergency, notification of that emergency must be given to the relevant planning authority and the relevant highway authority as soon as reasonably practicable.

(6) For the purposes of this requirement “emergency” means a situation where, if the relevant action is not taken, there will be adverse health, safety, security or environmental consequences that in the reasonable opinion of the undertaker would outweigh the adverse effects to the public (whether individuals, classes or generally as the case may be) of taking that action.

## Control of noise during operational phase

**21.**—(1) In the event of scenario 1 or scenario 2, prior to the commencement of Work No. 15A a noise management plan for those works must be submitted to and approved by the relevant planning authority.

(2) In the event of scenario 1 or scenario 2, prior to the commencement of Work No. 15B a noise management plan for those works must be submitted to and approved by the relevant planning authority.

(3) In the event of scenario 3 or scenario 4, prior to the commencement of Work No. 15C a noise management plan for those works must be submitted to and approved by the relevant planning authority.

(4) Any noise management plan submitted under sub-paragraphs (1), (2) or (3) must set out the particulars of—

- (a) an assessment of noise from the substation, demonstrating that the rating level of the substation sound does not exceed the background sound level by more than 5 decibels at nearby receptors, subject to context. The rating level, background sound level and context should be determined in accordance with British Standard 4142:2014+A1:2019 ‘Methods for rating and assessing industrial and commercial noise’ or an equivalent successor standard;
- (b) the noise attenuation and mitigation measures to be taken to minimise noise resulting from those works, including any noise limits;
- (c) a scheme for monitoring noise levels which must include—
  - (i) the circumstances under which noise will be monitored;
  - (ii) the locations at which noise will be monitored;
  - (iii) the method of noise measurement (which must be in accordance with British Standard 4142:2014+A1:2019, an equivalent successor standard or other agreed noise measurement methodology appropriate to the circumstances); and
- (d) a complaints procedure.

(5) Any noise management plan approved under sub-paragraphs (1), (2) or (3) must be implemented as approved.

### **Control of artificial light emissions**

**22.**—(1) In the event of scenario 1 or scenario 2, Work No. 15A must not be brought into operation until a written scheme for the management and mitigation of artificial light emissions during the operation of that work has been submitted to and approved by the relevant planning authority.

(2) In the event of scenario 1 or scenario 2, Work No. 15B must not be brought into operation until a written scheme for the management and mitigation of artificial light emissions during the operation of that work has been submitted to and approved by the relevant planning authority.

(3) In the event of scenario 3 or scenario 4, Work No. 15C must not be brought into operation until a written scheme for the management and mitigation of artificial light emissions during the operation of that work has been submitted to and approved by the relevant planning authority.

(4) Any scheme approved under sub-paragraphs (1), (2) or (3) must be implemented as approved.

### **European protected species: onshore**

**23.**—(1) No phase of the onshore works may commence until final pre-construction survey work has been carried out to establish whether a European protected species is present on any of the land affected, or likely to be affected, by that phase of the onshore works or in any of the trees to be lopped or felled as part of that phase of the onshore works.

(2) Where a European protected species is shown to be present, the relevant phase of the onshore works must not commence until, after consultation with Natural England and the relevant planning authority, a scheme of protection and mitigation measures has been submitted to and approved by the relevant planning authority or a European protected species licence granted by Natural England.

(3) The onshore works must be carried out in accordance with the approved scheme.

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(4) In this requirement “European protected species” has the same meaning as in regulations 42 and 46 of the 2017 Regulations.

### **Public Rights of Way Strategy**

**24.**—(1) No phase of the onshore works that would affect a public right of way specified in Schedule 4 is to be undertaken until a public rights of way strategy in respect of that phase and in accordance with the outline public rights of way strategy, including the specification for making up of an alternative right of way (where appropriate) has been submitted to and approved by the relevant planning authority in consultation with Norfolk County Council.

(2) Any alternative public rights of way must be implemented in accordance with the approved public rights of way strategy.

### **Restoration of land used temporarily for construction**

**25.** Subject to article 25 (temporary use of land for carrying out the authorised project), any land landward of MLWS within the Order limits that is used temporarily for construction of the onshore works, and not ultimately incorporated in permanent works or approved landscaping, must be reinstated to its former condition, or such condition as the relevant planning authority may approve, as soon as reasonably practicable and in any event within 12 months of completion of the relevant phase of the onshore works, or such other period as the relevant planning authority may approve.

### **Local skills and employment**

**26.**—(1) No phase of the Sheringham Shoal Extension Project onshore works may commence until a skills and employment plan (which accords with the outline skills and employment plan) has been submitted to and approved in writing by Norfolk County Council.

(2) No phase of the Dudgeon Extension Project onshore works may commence until a skills and employment plan (which accords with the outline skills and employment plan) has been submitted to and approved in writing by Norfolk County Council.

(3) Prior to submission of a skills and employment plan for approval in accordance with sub-paragraph (1) or sub-paragraph (2), the undertaker must consult North Norfolk District Council, Broadland District Council, South Norfolk District Council, Norfolk County Council and the New Anglia Local Enterprise Partnership on the content of the plan.

(4) Each skills and employment plan must be implemented as approved.

### **Ministry of Defence surveillance operations**

**27.**—(1) No wind turbine generator forming part of the authorised development is permitted to rotate its rotor blades on its horizontal axis until the Secretary of State, having consulted with the Ministry of Defence, confirms satisfaction in writing that appropriate mitigation will be implemented and maintained for the life of the authorised development and that arrangements have been put in place with the Ministry of Defence to ensure that the approved mitigation is implemented.

(2) For the purposes of this requirement—

(a) “appropriate mitigation” means measures to prevent or remove any adverse effects which the authorised development will have on the air defence radar(s) at Remote Radar Head (RRH) Neatishead and the Ministry of Defence’s air surveillance and control operations;

(b) “approved mitigation” means the detailed Radar Mitigation Scheme (RMS) that will set out the appropriate measures and timescales for implementation as agreed with the



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Ministry of Defence at the time the Secretary of State confirms satisfaction in writing in accordance with sub-paragraph (1); and

- (c) “Ministry of Defence” means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY or any successor body.

(3) The undertaker must thereafter comply with all other obligations contained within the approved mitigation for the life of the authorised development.

### **Cromer and Claxby Primary Surveillance Radar**

**28.**—(1) No part of any wind turbine generator (excluding foundations) shall be erected as part of the authorised development until a primary radar mitigation scheme agreed in advance with the operator has been submitted to and approved in writing by the Secretary of State in order to avoid the impact of the development on the primary radar of the operator located at Claxby and Cromer and associated air traffic management operations.

(2) No part of any wind turbine generator (excluding foundations) shall be erected until the approved primary radar mitigation scheme has been implemented and then shall thereafter be operated fully in accordance with such approved scheme.

(3) For the purposes of this requirement—

- (a) “operator” means NATS (En Route) plc, incorporated under the Companies Act (4129273) whose registered office is 4000 Parkway, Whiteley, Fareham, Hants PO15 7FL or such other organisation licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide air traffic services to the relevant managed area (within the meaning of section 40 of that Act); and
- (b) “primary radar mitigation scheme” or “scheme” means a detailed scheme agreed with the operator which sets out the measures to be taken to avoid at all times the impact of the development on the Claxby and Cromer primary radar and air traffic management operations of the operator.

### **Onshore decommissioning**

**29.**—(1) Within six months of the permanent cessation of commercial operation of the Sheringham Shoal Extension Project onshore works, an onshore decommissioning plan must be submitted to the relevant planning authority for approval unless otherwise agreed in writing by the relevant planning authority.

(2) Within six months of the permanent cessation of commercial operation of the Dudgeon Extension Project onshore works, an onshore decommissioning plan must be submitted to the relevant planning authority for approval unless otherwise agreed in writing by the relevant planning authority.

(3) The relevant planning authority must provide its decision on any onshore decommissioning plan submitted under sub-paragraphs (1) or (2) within three months of submission of each plan unless otherwise agreed in writing between the relevant planning authority and the undertaker.

(4) Any decommissioning plan approved under this requirement must be implemented as approved.

(5) For the purposes of this requirement—

“Dudgeon Extension Project onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8B to 22B and any other authorised development associated with those works; or

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- (b) in the event of scenario 3, Work Nos. 8B to 14B, all or any part of the scenario 3 integrated onshore works operated by or for the benefit of DEL, Work Nos. 18B to 22B, and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10B, 11B, 13B, 14B, all or any part of the scenario 4 integrated onshore works operated by or for the benefit of DEL, Work Nos. 18B to 22B, and any other authorised development associated with those works; and

“Sheringham Shoal Extension Project onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, all or any part of the scenario 3 integrated onshore works operated by or for the benefit of SEL, Work Nos. 18A to 22A and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 11A, 13A, 14A, all or any part of the scenario 4 integrated onshore works operated by or for the benefit of SEL, Work Nos. 18A to 22A and any other authorised development associated with any of those works.

#### **Notification of generation of power**

**30.**—(1) SEL must notify the relevant planning authority and the MMO upon first generation of power from each phase of the Sheringham Shoal Extension Project no later than seven days after the occurrence of this event.

(2) DEL must notify the relevant planning authority and the MMO upon first generation of power from each phase of the Dudgeon Extension Project no later than seven days after the occurrence of this event.

#### **Amendments to approved details**

**31.**—(1) Where any requirement requires the authorised project to be carried out in accordance with the details approved by the relevant planning authority or another person (the “approving authority”), the approved details must be taken to include any amendments that may subsequently be approved by the approving authority (after consulting any person that the approving authority is required to consult under the relevant requirement).

(2) The approving authority must not approve an amendment unless it is satisfied that the amendment is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

#### **Contaminated land and groundwater scheme**

**32.**—(1) Pre-commencement remedial work and onshore works in respect of any ground contamination or other adverse ground conditions must only take place in accordance with a scheme to deal with the contamination of any land (including groundwater) that is likely to cause significant harm to persons or pollution of controlled waters or the environment which has been submitted to, and approved by, the relevant planning authority in consultation with the Environment Agency.

(2) Each scheme submitted under sub-paragraph (1) must include an investigation and assessment report, prepared by a specialist consultant to identify the extent of any contamination and the remedial measures to be taken for that stage to render the land fit for its intended purpose, together with a management plan which sets out measures in the event that contamination not previously identified is found to be present and long-term measures with respect to any contaminants remaining on the site.



(3) Such remediation as may be identified in each approved scheme must be carried out in accordance with that approved scheme.

### **Onshore collaboration**

- 33.** In the event of scenario 1(c), scenario 1(d) or scenario 2 SEL and DEL must—
- (a) before submitting any plan or document required to be submitted for approval under the requirements, provide a copy of the plan or document to the other undertaker to enable the other undertaker to provide comments on the relevant plans and documentation; and
  - (b) when submitting any plan or document referred to in sub-paragraph (a) for approval, submit any comments duly received from the other undertaker or a statement confirming that no such comments were received.

### **Mitigation of effects on pink footed geese**

**34.**—(1) No phase of the onshore works within 10.4km of the North Norfolk Coast Special Protection Area may commence until a scheme for protection and mitigation measures for pink footed geese has been submitted at least four months prior to any works commencing and been approved by the relevant planning authority in consultation with Natural England.

(2) The scheme of protection and mitigation measures submitted for approval under sub-paragraph (1) must include—

- (a) details of pre-construction surveys to be undertaken to establish whether any pink footed geese are present on any of the land affected, or likely to be affected, by that phase of the onshore work;
- (b) details of ongoing monitoring to be undertaken during the phase of the onshore work; and
- (c) details of the mitigation measures to be undertaken if the pre-construction or ongoing monitoring identifies the presence of pink footed geese in any of the land affected, or likely to be affected, by that phase of the onshore work.

(3) The relevant phase of the onshore works must be carried out in accordance with any scheme approved under sub-paragraph (1).

(4) Sub-paragraph (1) does not apply if the relevant planning authority confirms, after consultation with Natural England, that no scheme of protection and mitigation measures for pink footed geese is required for the relevant phase of the onshore works.

### **Obstacle free zone for navigational safety**

**35.** No infrastructure of any type included within the offshore works, including wind turbine generators and offshore substation platforms, shall be installed within the area defined by the coordinates as specified below and no part of any wind turbine generator, including its blades, may overfly into the area:

<i>Point ID of the area</i>	<i>Latitude (D°M.MM)</i>	<i>Longitude (D°M.MM)</i>
A (NW corner)	53° 21.1541' N	1° 10.1853' E
B (SW corner)	53° 19.0449' N	1° 12.3327' E
C (NE corner)	53° 21.1558' N	1° 11.8346' E
D (SE corner)	53° 19.5696' N	1° 13.6102' E

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## PART 2

### Approval of matters specified in requirements

#### Applications made under requirements

1. Where an application has been made to the relevant authority (“the approving authority”) for any agreement or approval required pursuant to a requirement included in this Order, the approving authority must give notice to the undertaker of their decision, including the reasons, on the application, within a period of 56 days beginning with—

- (a) the day immediately following that on which the application is received by the approving authority;
- (b) where further information is requested under requirement 37, the day immediately following that on which the further information has been supplied by the undertaker; or
- (c) such longer period as may be agreed by the undertaker and the approving authority.

#### Further information

2.—(1) Where an application has been made under paragraph 1 the approving authority has the right to request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) If the approving authority considers further information is needed, and the requirement does not specify that consultation with a requirement consultee is required, it must, within 21 days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the requirement indicates that consultation must take place with a consultee the approving authority must issue the consultation to the requirement consultee within seven days of receipt of the application. Where the consultee requires further information they must notify the approving authority in writing specifying the further information required within 21 days of receipt of the consultation. The approving authority must notify the undertaker in writing specifying any further information requested by the consultee within seven days of receipt of such a request.

(4) In the event that the approving authority does not give such notification as specified in sub-paragraphs (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

(5) An approving authority may request further information under sub-paragraph (1) on more than one occasion provided that all such requests are made within the period specified in sub-paragraphs (2) and (3).

#### Provision of information by Consultees

3.—(1) Any consultee who receives a consultation under sub-paragraph 2(3) must respond to that request within 28 days from receipt unless either sub-paragraph (2) of this paragraph applies or a longer period is agreed with both the undertaker and the approving authority.

(2) Where any consultee requests further information in accordance with the timescales set out in sub-paragraph 2(3) then they must respond to the consultation within 14 days from the receipt of the further information requested unless a longer period is agreed with both the undertaker and the approving authority.

## Fees

4.—(1) Where an application is made to the approving authority for agreement or approval in respect of a requirement the fee for the discharge of conditions as specified in the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012<sup>(45)</sup> (or any regulations replacing the same) is to be paid by the undertaker to the approving authority in accordance with these regulations.

(2) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of the application being rejected as invalidly made.

## Appeal

5.—(1) The undertaker may appeal to the Secretary of State in the event that—

- (a) the approving authority refuses an application for any consent, agreement or approval required by a requirement included in this Order or grants it subject to conditions;
- (b) the approving authority does not give notice of its decision to the undertaker within the time period specified in paragraph 1;
- (c) on receipt of a request for further information under paragraph 2 the undertaker considers that either the whole or part of the specified information requested by the approving authority is not necessary for the consideration of the application; or
- (d) on receipt of any further information requested, the approving authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for the consideration of the application.

(2) The appeal process is to be as follows—

- (a) any appeal by the undertaker must be made within 42 days of the notice of the decision or determination, or (where no determination has been made) the expiry of the time period set out in paragraph 36(1), giving rise to the appeal referred to in sub-paragraph (1);
- (b) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant planning authority and any consultee required to be consulted pursuant to the requirement which is the subject of the appeal (together with the undertaker, these are the “appeal parties”);
- (c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person (the “appointed person”) to determine the appeal and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for their attention should be sent, the date of such notification being the “start date” for the purposes of this sub-paragraph (2);
- (d) the relevant planning authority and any consultee required to be consulted pursuant to the requirement which is the subject of the appeal must submit written representations to the appointed person in respect of the appeal within 21 days of the start date and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;
- (e) the appeal parties must make any counter-submissions to the appointed person within 21 days of receipt of written representations pursuant to sub-paragraph (2)(d); and
- (f) the appointed person must make their decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within 42 days of the later of—
  - (i) the deadline for receipt of written representations pursuant to sub-paragraph (2)(d);
  - or

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(ii) the deadline for the receipt of counter-submissions pursuant to sub-paragraph (2)(e).

(3) The appointment of the person pursuant to sub-paragraph (2)(c) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) In the event that the appointed person considers that further information is necessary to consider the appeal, the appointed person must notify the appeal parties in writing specifying the further information required and the date by which the information is to be submitted and the appointed person must make any notification and set the date for the receipt of such further information having regard to the timescales in sub-paragraph (2).

(5) Any further information required under sub-paragraph (4) must be provided by the appeal party from whom the further information was requested to the appointed person and other appeal parties, the relevant planning authority and any consultee required to be consulted pursuant to the requirement the subject of the appeal on the date specified by the appointed person (the “specified date”), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within 12 days of the specified date but otherwise is to be in accordance with the process and time limits set out in sub-paragraphs (2)(d) to (2)(f).

(6) On an appeal under this sub-paragraph, the appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the relevant planning authority (whether the appeal relates to that part of it or not).

(7) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits.

(8) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case and may deal with the application as if it had been made to the appointed person in the first instance.

(9) The decision of the appointed person on an appeal is to be final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(10) If an approval is given by the appointed person pursuant to this article, it is to be deemed to be an approval for the purpose of Schedule 2 as if it had been given by the approving authority. The relevant planning authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person’s determination.

(11) Save where a direction is given pursuant to sub-paragraph (12) requiring the costs of the appointed person to be paid by the relevant planning authority, the reasonable costs of the appointed person must be met by the undertaker.

(12) On application by the approving authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to Planning Practice Guidance: Appeals (March 2014) or any circular or guidance which may from time to time replace it.

## SCHEDULE 3

Article 8

## Streets subject to street works

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	Approximately 37 metres of THE STREET as shown between points 1a and 1b on sheet 1 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 84 metres of THE STREET as shown between points 1c and 1d on sheet 1 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 51 metres of HOLGATE HILL as shown between points 2a and 2c on sheet 2 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 62 metres of HOLT ROAD as shown between points 2b and 2c on sheet 2 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 106 metres of Private track as shown between points 2c and 2d on sheet 2 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 125 metres of STATION ROAD as shown between points 2e and 2f on sheet 2 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 39 metres of SHERINGHAM ROAD as shown between points 3a and 3b on sheet 3 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 100 metres of Private track as shown between points 3c and 3d on sheet 3 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 18 metres of SANDY HILL LANE as shown between points 3e and 3f on sheet 3 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 102 metres of Private track as shown between points 4a and 4b on sheet 4 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 122 metres of TRACK as shown between points 4c and 4d on sheet 4 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 30 metres of SANDY HILL LANE as shown between points 4e and 4f on sheet 4 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 112 metres of Private track as shown between points 4g and 4h on sheet 4 of the streets (to be temporarily stopped up) plan

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<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	Approximately 26 metres of HOLT ROAD as shown between points 5a and 5b on sheet 5 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 119 metres of HOLT ROAD as shown between points 5c and 5d on sheet 5 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 89 metres of THE STREET as shown between points 5e and 5f on sheet 5 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 60 metres of RECTORY ROAD as shown between points 6a and 6b on sheet 6 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 82 metres of NEW ROAD as shown between points 6c and 6d on sheet 6 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 149 metres of MARPLE LANE as shown between points 7a and 7b on sheet 7 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 61 metres of GRESHAM ROAD as shown between points 7c and 7d on sheet 7 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 60 metres of CHURCH LANE as shown between points 7e and 7f on sheet 7 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 89 metres of Private track as shown between points 8a and 8b on sheet 8 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 124 metres of NORTHFIELD LANE as shown between points 9a and 9b on sheet 9 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 111 metres of MATLASKE ROAD as shown between points 9c and 9d on sheet 9 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 60 metres of LITTLE BARNINGHAM ROAD as shown between points 10a and 10b on sheet 10 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 60 metres of SWEETBRIAR LANE as shown between points 10c and 10d on sheet 10 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 96 metres of MATLASKE ROAD as shown between points 10e and 10f on sheet 10 of the streets (to be temporarily stopped up) plan

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of North Norfolk	Approximately 115 metres of MATLASKE ROAD as shown between points 11a and 11b on sheet 11 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 107 metres of MATLASKE ROAD as shown between points 12a and 12b on sheet 12 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 82 metres of Private track as shown between points 13a and 13b on sheet 13 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Approximately 132 metres of AYLSHAM ROAD as shown between points 13c and 13d on sheet 13 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 137 metres of Private track as shown between points 13e and 13f on sheet 13 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 100 metres of SPA LANE as shown between points 13g and 13h on sheet 13 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 103 metres of SPINK'S LANE as shown between points 14a and 14b on sheet 14 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 49 metres of B1149 as shown between points 15a and 15b on sheet 15 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 77 metres of FARM ACCESS TRACK as shown between points 16a and 16b on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 34 metres of HOLT ROAD as shown between points 16c and 16d on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 130 metres of Private track as shown between points 16e and 16f on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 101 metres of THE STREET as shown between points 16g and 16h on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 60 metres of UNNAMED ROAD as shown between points 16i and 16j on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 49 metres of THE STREET as shown between points 16k and 16l on sheet 16 of the streets (to be temporarily stopped up) plan

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<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Broadland	Approximately 169 metres of B1149 as shown between points 17a and 17b on sheet 17 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 60 metres of BIRDS LANE as shown between points 17c and 17d on sheet 17 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 103 metres of FARM ACCESS TRACK as shown between points 17e and 17f on sheet 17 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 106 metres of AYLSHAM ROAD as shown between points 18a and 18b on sheet 18 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 69 metres of OLD FRIENDSHIP LANE as shown between points 18c and 18d on sheet 18 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 101 metres of NORWICH ROAD as shown between points 18e and 18f on sheet 18 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 142 metres of REEPHAM ROAD as shown between points 19a and 19b on sheet 19 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 60 metres of CHURCH LANE as shown between points 20a and 20b on sheet 20 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 149 metres of DISUSED AIRFIELD – ACCESS TRACK as shown between points 20c and 20d on sheet 20 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 89 metres of DISUSED AIRFIELD – ACCESS TRACK as shown between points 20e and 20f on sheet 20 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 61 metres of DISUSED AIRFIELD – ACCESS TRACK as shown between points 20g and 20h on sheet 20 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 62 metres of CLAY LANE as shown between points 21a and 21b on sheet 21 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 100 metres of CHURCH LANE as shown between points 21c and 21d on sheet 21 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 100 metres of UPGATE as shown between points 22a and 22b on sheet 22 of the streets (to be temporarily stopped up) plan



<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Broadland	Approximately 97 metres of RESTRICTED BYWAY – SWANNINGTON RB12 as shown between points 22c and 22d on sheet 22 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 116 metres of REEPHAM ROAD as shown between points 22e and 22f on sheet 22 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 117 metres of PRIVATE TRACK as shown between points 23a and 23b on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 102 metres of MARRIOTT’S WAY as shown between points 23c and 23d on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 65 metres of FELTHORPE ROAD as shown between points 23e and 23f on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 108 metres of OLD FAKENHAM ROAD as shown between points 23g and 23h on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 43 metres of OLD FAKENHAM ROAD as shown between points 23i and 23j on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 135 metres of FAKENHAM ROAD as shown between points 23k and 23l on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 112 metres of Private track as shown between points 23m and 23n on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 34 metres of FAKENHAM ROAD as shown between points 23o and 23p on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 120 metres of Private track as shown between points 24a and 24b on sheet 24 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 23 metres of MORTON LANE as shown between points 24c and 24d on sheet 24 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 103 metres of RINGLAND LANE as shown between points 24e and 24f on sheet 24 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 27 metres of CHURCH HILL LANE as shown between points 25a and 25b on sheet 25 of the streets (to be temporarily stopped up) plan

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<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of Broadland	Approximately 100 metres of NORWICH WESTERN LINK ROAD as shown between points 25c and 25d on sheet 25 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 60 metres of CHURCH HILL LANE as shown between points 25e and 25f on sheet 25 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 118 metres of THE BROADWAY as shown between points 26a and 26b on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 190 metres of Private track as shown between points 26c and 26d on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 85 metres of Private track as shown between points 26e and 26f on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 104 metres of Private track as shown between points 26h and 26g on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 100 metres of Private track as shown between points 26j and 26i on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 63 metres of FARM ACCESS TRACK as shown between points 26l and 26k on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 115 metres of TAVERHAM ROAD as shown between points 27a and 27b on sheet 27 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 62 metres of Private track as shown between points 27c and 27d on sheet 27 of the streets (to be temporarily stopped up) plan
District of Broadland	Approximately 6 metres of Planned - NCC as shown between points 28a and 28b on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 143 metres of A47 as shown between points 28c and 28d on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 63 metres of A47 as shown between points 28e and 28f on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 117 metres of CHURCH LANE as shown between points 28g and 28h on sheet 28 of the streets (to be temporarily stopped up) plan

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of South Norfolk	Approximately 71 metres of CHURCH LANE as shown between points 28i and 28j on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 60 metres of BROOM LANE as shown between points 28k and 28l on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 110 metres of Private track as shown between points 29a and 29b on sheet 29 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 37 metres of COLTON ROAD as shown between points 29c and 29d on sheet 29 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 100 metres of COLTON ROAD as shown between points 29e and 29f on sheet 29 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 111 metres of CHAPEL STREET as shown between points 30a and 30b on sheet 30 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 187 metres of Private track as shown between points 30c and 30d on sheet 30 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 99 metres of B1108 as shown between points 31a and 31b on sheet 31 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 79 metres of BURDOCK LANE as shown between points 31c and 31d on sheet 31 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 21 metres of BURDOCK LANE as shown between points 31e and 31f on sheet 31 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 60 metres of SKOYLES LANE as shown between points 32a and 32b on sheet 32 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 100 metres of MELTON ROAD as shown between points 33a and 33b on sheet 33 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 111 metres of Private track as shown between points 33c and 33d on sheet 33 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 23 metres of B1172 as shown between points 34a and 34b on sheet 34 of the streets (to be temporarily stopped up) plan

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<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of South Norfolk	Approximately 109 metres of B1172 as shown between points 34c and 34d on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 32 metres of B1172 as shown between points 34e and 34f on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 89 metres of Private track as shown between points 34g and 34h on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 100 metres of A11 as shown between points 35a and 35b on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 65 metres of FARM ACCESS TRACK as shown between points 35c and 35d on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 100 metres of HIGH STREET as shown between points 35e and 35f on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 30 metres of HIGH STREET as shown between points 35g and 35h on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 102 metres of UNNAMED as shown between points 35i and 35j on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 71 metres of CHURCH ROAD as shown between points 35k and 35l on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 206 metres of HETHERSETT ROAD as shown between points 36a and 36b on sheet 36 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 101 metres of FARM ACCESS TRACK as shown between points 36c and 36d on sheet 36 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 57 metres of HETHERSETT ROAD as shown between points 36e and 36f on sheet 36 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 107 metres of INTWOOD LANE as shown between points 37a and 37b on sheet 37 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 110 metres of MAIN ROAD as shown between points 38a and 38b on sheet 38 of the streets (to be temporarily stopped up) plan

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
District of South Norfolk	Approximately 70 metres of SWARDESTON LANE as shown between points 38c and 38d on sheet 38 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 18 metres of SWARDESTON LANE as shown between points 38e and 38f on sheet 38 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 127 metres of HICKLING LANE as shown between points 39a and 39b on sheet 39 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 115 metres of MANGREEN ROAD as shown between points 40a and 40b on sheet 40 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 186 metres of A140 IPSWICH ROAD as shown between points 40c and 40d on sheet 40 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Approximately 52 metres of A140 IPSWICH ROAD as shown between points 40e and 40f on sheet 40 of the streets (to be temporarily stopped up) plan

## SCHEDULE 4

Article 11

## Public Rights of Way to be temporarily closed

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
District of North Norfolk	Footpath reference 1 Weybourne FP7	Approximately 234 metres of Footpath reference 1 Weybourne FP7 shown in orange between points marked 1a and 1b on sheet 1 of the public rights of way (to be temporarily stopped up) plan
District of North Norfolk	Footpath reference 4 Weybourne FP6	Approximately 112 metres of Footpath reference 4 Weybourne FP6 shown in orange between points marked 4a and 4b on sheet 4 of the public rights of way (to be temporarily stopped up) plan
District of North Norfolk	Footpath reference 6 Bodham FP8	Approximately 196 metres of Footpath reference 6 Bodham FP8 shown in orange between points marked 6a to 6f on sheet 6 of the public rights of way (to be temporarily stopped up) plan
District of North Norfolk	Footpath reference 8	Approximately 97 metres of Footpath reference 8 Matlask FP1

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<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
	Matlask FP1	shown in orange between points marked 8a and 8b on sheet 8 of the public rights of way (to be temporarily stopped up) plan
District of North Norfolk	Footpath reference 9 Plumstead FP11	Approximately 106 metres of Footpath reference 9 Plumstead FP11 shown in orange between points marked 9a and 9b on sheet 9 of the public rights of way (to be temporarily stopped up) plan
District of North Norfolk	Footpath reference 11 Itteringham FP3	Approximately 133 metres of Footpath reference 11 Itteringham FP3 shown in orange between points marked 11a and 11b on sheet 11 of the public rights of way (to be temporarily stopped up) plan
District of North Norfolk	Footpath reference 12i Corpusty FP17	Approximately 62 metres of Footpath reference 12i Corpusty FP17 shown in orange between points marked 12a and 12b on sheet 12 of the public rights of way (to be temporarily stopped up) plan
District of North Norfolk	Footpath reference 12ii Corpusty FP16	Approximately 64 metres of Footpath reference 12ii Corpusty FP16 shown in orange between points marked 12c and 12d on sheet 12 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 14i Oulton FP4	Approximately 121 metres of Footpath reference 14i Oulton FP4 shown in orange between points marked 14a and 14b on sheet 14 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 14ii Heydon FP2	Approximately 103 metres of Footpath reference 14ii Heydon FP2 shown in orange between points marked 14c and 14d on sheet 14 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 17 Marriott's Way	Approximately 115 metres of Footpath reference 17 Marriott's Way shown in orange between points marked 17a and 17b on sheet 17 of the public rights of way (to be temporarily stopped up) plan

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<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
District of Broadland	Footpath reference 18i Cawston FP3	Approximately 101 metres of Footpath reference 18i Cawston FP3 shown in orange between points marked 18a and 18b on sheet 18 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 18ii Cawston FP8	Approximately 87 metres of Footpath reference 18ii Cawston FP8 shown in orange between points marked 18c and 18d on sheet 18 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 18iii Cawston FP7	Approximately 2 metres of Footpath reference 18iii Cawston FP7 shown in orange between points marked 18e and 18f on sheet 18 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 21i Swannington FP4	Approximately 223 metres of Footpath reference 21i Swannington FP4 shown in orange between points marked 21a to 21d on sheet 21 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 21ii Swannington FP6	Approximately 100 metres of Footpath reference 21ii Swannington FP6 shown in orange between points marked 21e and 21f on sheet 21 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 21iii Swannington FP7	Approximately 71 metres of Footpath reference 21iii Swannington FP7 shown in orange between points marked 21g and 21h on sheet 21 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 22i Swannington FP8	Approximately 123 metres of Footpath reference 22i Swannington FP8 shown in orange between points marked 22a and 22b on sheet 22 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 22ii Swannington FP13	Approximately 101 metres of Footpath reference 22ii Swannington FP13 shown in orange

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<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
		between points marked 22c and 22d on sheet 22 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Restricted Byway reference 22iii Swannington RB12	Approximately 97 metres of Restricted Byway reference 22iii Swannington RB12 shown in purple between points marked 22e and 22f on sheet 22 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Restricted Byway reference 23i Attlebridge RB1	Approximately 149 metres of Restricted Byway reference 23i Attlebridge RB1 shown in purple between points marked 23a and 23b on sheet 23 of the public rights of way (to be temporarily stopped up) plan
District of Broadland	Footpath reference 23ii Marriott's Way	Approximately 102 metres of Footpath reference 23ii Marriott's Way shown in orange between points marked 23c and 23d on sheet 23 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 31 Great Melton FP1	Approximately 81 metres of Footpath reference 31 Great Melton FP1 shown in orange between points marked 31a and 31b on sheet 31 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 35 Ketteringham FP4	Approximately 111 metres of Footpath reference 35 Ketteringham FP4 shown in orange between points marked 35a and 35b on sheet 35 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 37i East Carleton FP4	Approximately 91 metres of Footpath reference 37i East Carleton FP4 shown in orange between points marked 37a and 37b on sheet 37 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 37ii Swardeston FP2	Approximately 102 metres of Footpath reference 37ii Swardeston FP2 shown in orange between points marked 37c and 37d on sheet 37



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<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
District of South Norfolk	Footpath reference 37iii Swardeston FP3	of the public rights of way (to be temporarily stopped up) plan Approximately 78 metres of Footpath reference 37iii Swardeston FP3 shown in orange between points marked 37e and 37f on sheet 37 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 37iv Swardeston FP4	Approximately 60 metres of Footpath reference 37iv Swardeston FP4 shown in orange between points marked 37g and 37h on sheet 37 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 38i Mulbarton FP6	Approximately 65 metres of Footpath reference 38i Mulbarton FP6 shown in orange between points marked 38a and 38b on sheet 38 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 38ii Mulbarton FP7	Approximately 67 metres of Footpath reference 38ii Mulbarton FP7 shown in orange between points marked 38c and 38d on sheet 38 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Footpath reference 38iii Swainsthorpe FP1	Approximately 66 metres of Footpath reference 38iii Swainsthorpe FP1 shown in orange between points marked 38e and 38f on sheet 38 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Byway Open to All Traffic reference 39ii Swainsthorpe BOAT6	Approximately 125 metres of Byway Open to All Traffic reference 39ii Swainsthorpe BOAT6 shown in purple between points marked 39c and 39d on sheet 39 of the public rights of way (to be temporarily stopped up) plan
District of South Norfolk	Bridleway reference 40 Swardeston BR12	Approximately 308 metres of Bridleway reference 40 Swardeston BR12 shown in green between points marked 40a and 40b on sheet 40 of the public rights of way (to be temporarily stopped up) plan

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<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
District of South Norfolk	Bridleway reference 40i Stoke Holy Cross BR3	Approximately 402 metres of Bridleway reference 40i Stoke Holy Cross BR3 shown in green between points marked 40c and 40d on sheet 40 of the public rights of way (to be temporarily stopped up) plan

SCHEDULE 5

Article 10

Streets to be temporarily closed

<i>(1) Area</i>	<i>(2) Streets to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
District of North Norfolk	THE STREET	Approximately 37 metres of THE STREET as shown between points 1a and 1b on sheet 1 of the streets (to be temporarily stopped up) plan
District of North Norfolk	THE STREET	Approximately 84 metres of THE STREET as shown between points 1c and 1d on sheet 1 of the streets (to be temporarily stopped up) plan
District of North Norfolk	HOLGATE HILL	Approximately 51 metres of HOLGATE HILL as shown between points 2a and 2c on sheet 2 of the streets (to be temporarily stopped up) plan
District of North Norfolk	HOLT ROAD	Approximately 62 metres of HOLT ROAD as shown between points 2b and 2c on sheet 2 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Private track	Approximately 106 metres of Private track as shown between points 2c and 2d on sheet 2 of the streets (to be temporarily stopped up) plan
District of North Norfolk	STATION ROAD	Approximately 125 metres of STATION ROAD as shown between points 2e and 2f on sheet 2 of the streets (to be temporarily stopped up) plan
District of North Norfolk	SHERINGHAM ROAD	Approximately 39 metres of SHERINGHAM ROAD as shown between points 3a and 3b on sheet 3 of the streets (to be temporarily stopped up) plan

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<i>(1) Area</i>	<i>(2) Streets to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
District of North Norfolk	Private track	Approximately 100 metres of Private track as shown between points 3c and 3d on sheet 3 of the streets (to be temporarily stopped up) plan
District of North Norfolk	SANDY HILL LANE	Approximately 18 metres of SANDY HILL LANE as shown between points 3e and 3f on sheet 3 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Private track	Approximately 102 metres of Private track as shown between points 4a and 4b on sheet 4 of the streets (to be temporarily stopped up) plan
District of North Norfolk	TRACK	Approximately 122 metres of TRACK as shown between points 4c and 4d on sheet 4 of the streets (to be temporarily stopped up) plan
District of North Norfolk	SANDY HILL LANE	Approximately 30 metres of SANDY HILL LANE as shown between points 4e and 4f on sheet 4 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Private track	Approximately 112 metres of Private track as shown between points 4g and 4h on sheet 4 of the streets (to be temporarily stopped up) plan
District of North Norfolk	HOLT ROAD	Approximately 26 metres of HOLT ROAD as shown between points 5a and 5b on sheet 5 of the streets (to be temporarily stopped up) plan
District of North Norfolk	HOLT ROAD	Approximately 119 metres of HOLT ROAD as shown between points 5c and 5d on sheet 5 of the streets (to be temporarily stopped up) plan
District of North Norfolk	THE STREET	Approximately 89 metres of THE STREET as shown between points 5e and 5f on sheet 5 of the streets (to be temporarily stopped up) plan
District of North Norfolk	RECTORY ROAD	Approximately 60 metres of RECTORY ROAD as shown between points 6a and 6b on sheet 6 of the streets (to be temporarily stopped up) plan

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<i>(1) Area</i>	<i>(2) Streets to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
District of North Norfolk	NEW ROAD	Approximately 82 metres of NEW ROAD as shown between points 6c and 6d on sheet 6 of the streets (to be temporarily stopped up) plan
District of North Norfolk	MARPLE LANE	Approximately 149 metres of MARPLE LANE as shown between points 7a and 7b on sheet 7 of the streets (to be temporarily stopped up) plan
District of North Norfolk	GRESHAM ROAD	Approximately 61 metres of GRESHAM ROAD as shown between points 7c and 7d on sheet 7 of the streets (to be temporarily stopped up) plan
District of North Norfolk	CHURCH LANE	Approximately 60 metres of CHURCH LANE as shown between points 7e and 7f on sheet 7 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Private track	Approximately 89 metres of Private track as shown between points 8a and 8b on sheet 8 of the streets (to be temporarily stopped up) plan
District of North Norfolk	NORTHFIELD LANE	Approximately 124 metres of NORTHFIELD LANE as shown between points 9a and 9b on sheet 9 of the streets (to be temporarily stopped up) plan
District of North Norfolk	MATLASKE ROAD	Approximately 111 metres of MATLASKE ROAD as shown between points 9c and 9d on sheet 9 of the streets (to be temporarily stopped up) plan
District of North Norfolk	LITTLE BARNINGHAM ROAD	Approximately 60 metres of LITTLE BARNINGHAM ROAD as shown between points 10a and 10b on sheet 10 of the streets (to be temporarily stopped up) plan
District of North Norfolk	SWEETBRIAR LANE	Approximately 60 metres of SWEETBRIAR LANE as shown between points 10c and 10d on sheet 10 of the streets (to be temporarily stopped up) plan
District of North Norfolk	MATLASKE ROAD	Approximately 96 metres of MATLASKE ROAD as shown between points 10e and 10f on sheet

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<i>(1) Area</i>	<i>(2) Streets to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
		10 of the streets (to be temporarily stopped up) plan
District of North Norfolk	MATLASKE ROAD	Approximately 115 metres of MATLASKE ROAD as shown between points 11a and 11b on sheet 11 of the streets (to be temporarily stopped up) plan
District of North Norfolk	MATLASKE ROAD	Approximately 107 metres of MATLASKE ROAD as shown between points 12a and 12b on sheet 12 of the streets (to be temporarily stopped up) plan
District of North Norfolk	Private track	Approximately 82 metres of Private track as shown between points 13a and 13b on sheet 13 of the streets (to be temporarily stopped up) plan
District of North Norfolk	AYLSHAM ROAD	Approximately 132 metres of AYLSHAM ROAD as shown between points 13c and 13d on sheet 13 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 137 metres of Private track as shown between points 13e and 13f on sheet 13 of the streets (to be temporarily stopped up) plan
District of Broadland	SPA LANE	Approximately 100 metres of SPA LANE as shown between points 13g and 13h on sheet 13 of the streets (to be temporarily stopped up) plan
District of Broadland	SPINK'S LANE	Approximately 103 metres of SPINK'S LANE as shown between points 14a and 14b on sheet 14 of the streets (to be temporarily stopped up) plan
District of Broadland	B1149	Approximately 49 metres of B1149 as shown between points 15a and 15b on sheet 15 of the streets (to be temporarily stopped up) plan
District of Broadland	FARM ACCESS TRACK	Approximately 77 metres of FARM ACCESS TRACK as shown between points 16a and 16b on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	HOLT ROAD	Approximately 34 metres of HOLT ROAD as shown between points 16c

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<i>(1) Area</i>	<i>(2) Streets to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
		and 16d on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 130 metres of Private track as shown between points 16e and 16f on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	THE STREET	Approximately 101 metres of THE STREET as shown between points 16g and 16h on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	UNNAMED ROAD	Approximately 60 metres of UNNAMED ROAD as shown between points 16i and 16j on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	THE STREET	Approximately 49 metres of THE STREET as shown between points 16k and 16l on sheet 16 of the streets (to be temporarily stopped up) plan
District of Broadland	B1149	Approximately 169 metres of B1149 as shown between points 17a and 17b on sheet 17 of the streets (to be temporarily stopped up) plan
District of Broadland	BIRDS LANE	Approximately 60 metres of BIRDS LANE as shown between points 17c and 17d on sheet 17 of the streets (to be temporarily stopped up) plan
District of Broadland	FARM ACCESS TRACK	Approximately 103 metres of FARM ACCESS TRACK as shown between points 17e and 17f on sheet 17 of the streets (to be temporarily stopped up) plan
District of Broadland	AYLSHAM ROAD	Approximately 106 metres of AYLSHAM ROAD as shown between points 18a and 18b on sheet 18 of the streets (to be temporarily stopped up) plan
District of Broadland	OLD FRIENDSHIP LANE	Approximately 69 metres of OLD FRIENDSHIP LANE as shown between points 18c and 18d on sheet 18 of the streets (to be temporarily stopped up) plan
District of Broadland	NORWICH ROAD	Approximately 101 metres of NORWICH ROAD as shown

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<i>(1) Area</i>	<i>(2) Streets to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
District of Broadland	REEPHAM ROAD	between points 18e and 18f on sheet 18 of the streets (to be temporarily stopped up) plan
District of Broadland	CHURCH LANE	Approximately 142 metres of REEPHAM ROAD as shown between points 19a and 19b on sheet 19 of the streets (to be temporarily stopped up) plan
District of Broadland	CHURCH LANE	Approximately 60 metres of CHURCH LANE as shown between points 20a and 20b on sheet 20 of the streets (to be temporarily stopped up) plan
District of Broadland	DISUSED AIRFIELD ACCESS TRACK	– Approximately 149 metres of DISUSED AIRFIELD – ACCESS TRACK as shown between points 20c and 20d on sheet 20 of the streets (to be temporarily stopped up) plan
District of Broadland	DISUSED AIRFIELD ACCESS TRACK	– Approximately 89 metres of DISUSED AIRFIELD – ACCESS TRACK as shown between points 20e and 20f on sheet 20 of the streets (to be temporarily stopped up) plan
District of Broadland	DISUSED AIRFIELD ACCESS TRACK	– Approximately 61 metres of DISUSED AIRFIELD – ACCESS Track as shown between points 20g and 20h on sheet 20 of the streets (to be temporarily stopped up) plan
District of Broadland	CLAY LANE	Approximately 62 metres of CLAY LANE as shown between points 21a and 21b on sheet 21 of the streets (to be temporarily stopped up) plan
District of Broadland	CHURCH LANE	Approximately 100 metres of CHURCH LANE as shown between points 21c and 21d on sheet 21 of the streets (to be temporarily stopped up) plan
District of Broadland	UPGATE	Approximately 100 metres of UPGATE as shown between points 22a and 22b on sheet 22 of the streets (to be temporarily stopped up) plan
District of Broadland	RESTRICTED BYWAY SWANNINGTON RB12	– Approximately 97 metres of RESTRICTED BYWAY – SWANNINGTON RB12 as shown

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<i>(1) Area</i>	<i>(2) Streets to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
		between points 22c and 22d on sheet 22 of the streets (to be temporarily stopped up) plan
District of Broadland	REEPHAM ROAD	Approximately 116 metres of REEPHAM ROAD as shown between points 22e and 22f on sheet 22 of the streets (to be temporarily stopped up) plan
District of Broadland	PRIVATE TRACK	Approximately 117 metres of PRIVATE TRACK as shown between points 23a and 23b on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	MARRIOTT’S WAY	Approximately 102 metres of MARRIOTT’S WAY as shown between points 23c and 23d on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	FELTHORPE ROAD	Approximately 65 metres of FELTHORPE ROAD as shown between points 23e and 23f on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	OLD FAKENHAM ROAD	Approximately 108 metres of OLD FAKENHAM ROAD as shown between points 23g and 23h on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	OLD FAKENHAM ROAD	Approximately 43 metres of OLD FAKENHAM ROAD as shown between points 23i and 23j on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	FAKENHAM ROAD	Approximately 135 metres of FAKENHAM ROAD as shown between points 23k and 23l on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 112 metres of Private track as shown between points 23m and 23n on sheet 23 of the streets (to be temporarily stopped up) plan
District of Broadland	FAKENHAM ROAD	Approximately 34 metres of FAKENHAM ROAD as shown between points 23o and 23p on sheet



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<i>(1) Area</i>	<i>(2) Streets to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
		23 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 120 metres of Private track as shown between points 24a and 24b on sheet 24 of the streets (to be temporarily stopped up) plan
District of Broadland	MORTON LANE	Approximately 23 metres of MORTON LANE as shown between points 24c and 24d on sheet 24 of the streets (to be temporarily stopped up) plan
District of Broadland	RINGLAND LANE	Approximately 103 metres of RINGLAND LANE as shown between points 24e and 24f on sheet 24 of the streets (to be temporarily stopped up) plan
District of Broadland	CHURCH HILL LANE	Approximately 27 metres of CHURCH HILL LANE as shown between points 25a and 25b on sheet 25 of the streets (to be temporarily stopped up) plan
District of Broadland	NORWICH WESTERN LINK ROAD	Approximately 100 metres of NORWICH WESTERN LINK ROAD as shown between points 25c and 25d on sheet 25 of the streets (to be temporarily stopped up) plan
District of Broadland	CHURCH HILL LANE	Approximately 60 metres of CHURCH HILL LANE as shown between points 25e and 25f on sheet 25 of the streets (to be temporarily stopped up) plan
District of Broadland	THE BROADWAY	Approximately 118 metres of THE BROADWAY as shown between points 26a and 26b on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 190 metres of Private track as shown between points 26c and 26d on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 85 metres of Private track as shown between points 26e and 26f on sheet 26 of the streets (to be temporarily stopped up) plan

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<i>(1) Area</i>	<i>(2) Streets to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
District of Broadland	Private track	Approximately 104 metres of Private track as shown between points 26h and 26g on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 100 metres of Private track as shown between points 26j and 26i on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	FARM ACCESS TRACK	Approximately 63 metres of FARM ACCESS TRACK as shown between points 26l and 26k on sheet 26 of the streets (to be temporarily stopped up) plan
District of Broadland	TAVERHAM ROAD	Approximately 115 metres of TAVERHAM ROAD as shown between points 27a and 27b on sheet 27 of the streets (to be temporarily stopped up) plan
District of Broadland	Private track	Approximately 62 metres of Private track as shown between points 27c and 27d on sheet 27 of the streets (to be temporarily stopped up) plan
District of Broadland	Planned - NCC	Approximately 6 metres of Planned - NCC as shown between points 28a and 28b on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	A47	Approximately 143 metres of A47 as shown between points 28c and 28d on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	A47	Approximately 63 metres of A47 as shown between points 28e and 28f on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	CHURCH LANE	Approximately 117 metres of CHURCH LANE as shown between points 28g and 28h on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	CHURCH LANE	Approximately 71 metres of CHURCH LANE as shown between points 28i and 28j on sheet 28 of the streets (to be temporarily stopped up) plan

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<i>(1) Area</i>	<i>(2) Streets to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
District of South Norfolk	BROOM LANE	Approximately 60 metres of BROOM LANE as shown between points 28k and 28l on sheet 28 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Private track	Approximately 110 metres of Private track as shown between points 29a and 29b on sheet 29 of the streets (to be temporarily stopped up) plan
District of South Norfolk	COLTON ROAD	Approximately 37 metres of COLTON ROAD as shown between points 29c and 29d on sheet 29 of the streets (to be temporarily stopped up) plan
District of South Norfolk	COLTON ROAD	Approximately 100 metres of COLTON ROAD as shown between points 29e and 29f on sheet 29 of the streets (to be temporarily stopped up) plan
District of South Norfolk	CHAPEL STREET	Approximately 111 metres of CHAPEL STREET as shown between points 30a and 30b on sheet 30 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Private track	Approximately 187 metres of Private track as shown between points 30c and 30d on sheet 30 of the streets (to be temporarily stopped up) plan
District of South Norfolk	B1108 ROAD	Approximately 99 metres of B1108 as shown between points 31a and 31b on sheet 31 of the streets (to be temporarily stopped up) plan
District of South Norfolk	BURDOCK LANE	Approximately 79 metres of BURDOCK LANE as shown between points 31c and 31d on sheet 31 of the streets (to be temporarily stopped up) plan
District of South Norfolk	BURDOCK LANE	Approximately 21 metres of BURDOCK LANE as shown between points 31e and 31f on sheet 31 of the streets (to be temporarily stopped up) plan
District of South Norfolk	SKOYLES LANE	Approximately 60 metres of SKOYLES LANE as shown

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<i>(1) Area</i>	<i>(2) Streets to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
		between points 32a and 32b on sheet 32 of the streets (to be temporarily stopped up) plan
District of South Norfolk	MELTON ROAD	Approximately 100 metres of MELTON ROAD as shown between points 33a and 33b on sheet 33 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Private track	Approximately 111 metres of Private track as shown between points 33c and 33d on sheet 33 of the streets (to be temporarily stopped up) plan
District of South Norfolk	B1172	Approximately 23 metres of B1172 as shown between points 34a and 34b on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	B1172	Approximately 109 metres of B1172 as shown between points 34c and 34d on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	B1172	Approximately 32 metres of B1172 as shown between points 34e and 34f on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	Private track	Approximately 89 metres of Private track as shown between points 34g and 34h on sheet 34 of the streets (to be temporarily stopped up) plan
District of South Norfolk	A11	Approximately 100 metres of A11 as shown between points 35a and 35b on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	FARM ACCESS TRACK	Approximately 65 metres of FARM ACCESS TRACK as shown between points 35c and 35d on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	HIGH STREET	Approximately 100 metres of HIGH STREET as shown between points 35e and 35f on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	HIGH STREET	Approximately 30 metres of HIGH STREET as shown between points 35g and 35h on sheet 35 of the

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(1) Area	(2) Streets to be temporarily closed	(3) Extent of temporary closure
District of South Norfolk	UNNAMED	streets (to be temporarily stopped up) plan Approximately 102 metres of UNNAMED as shown between points 35i and 35j on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	CHURCH ROAD	Approximately 71 metres of CHURCH ROAD as shown between points 35k and 35l on sheet 35 of the streets (to be temporarily stopped up) plan
District of South Norfolk	HETHERSETT ROAD	Approximately 206 metres of HETHERSETT ROAD as shown between points 36a and 36b on sheet 36 of the streets (to be temporarily stopped up) plan
District of South Norfolk	FARM ACCESS TRACK	Approximately 101 metres of FARM ACCESS TRACK as shown between points 36c and 36d on sheet 36 of the streets (to be temporarily stopped up) plan
District of South Norfolk	HETHERSETT ROAD	Approximately 57 metres of HETHERSETT ROAD as shown between points 36e and 36f on sheet 36 of the streets (to be temporarily stopped up) plan
District of South Norfolk	INTWOOD LANE	Approximately 107 metres of INTWOOD LANE as shown between points 37a and 37b on sheet 37 of the streets (to be temporarily stopped up) plan
District of South Norfolk	MAIN ROAD	Approximately 110 metres of MAIN ROAD as shown between points 38a and 38b on sheet 38 of the streets (to be temporarily stopped up) plan
District of South Norfolk	SWARDESTON LANE	Approximately 70 metres of SWARDESTON LANE as shown between points 38c and 38d on sheet 38 of the streets (to be temporarily stopped up) plan
District of South Norfolk	SWARDESTON LANE	Approximately 18 metres of SWARDESTON LANE as shown between points 38e and 38f on sheet 38 of the streets (to be temporarily stopped up) plan

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<i>(1) Area</i>	<i>(2) Streets to be temporarily closed</i>	<i>(3) Extent of temporary closure</i>
District of South Norfolk	HICKLING LANE	Approximately 127 metres of HICKLING LANE as shown between points 39a and 39b on sheet 39 of the streets (to be temporarily stopped up) plan
District of South Norfolk	MANGREEN ROAD	Approximately 115 metres of MANGREEN ROAD as shown between points 40a and 40b on sheet 40 of the streets (to be temporarily stopped up) plan
District of South Norfolk	A140 IPSWICH ROAD	Approximately 186 metres of A140 IPSWICH ROAD as shown between points 40c and 40d on sheet 40 of the streets (to be temporarily stopped up) plan
District of South Norfolk	A140 IPSWICH ROAD	Approximately 52 metres of A140 IPSWICH ROAD as shown between points 40e and 40f on sheet 40 of the streets (to be temporarily stopped up) plan

SCHEDULE 6

Article 12

Access to works

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicle access from The Street marked point at ACEW01 on the access to works plan
District of North Norfolk	Vehicle access from The Street marked point at ACC01 on the access to works plan
District of North Norfolk	Vehicle access from The Street marked point at ACEW02 on the access to works plan
District of North Norfolk	Vehicle access from The Street marked point at ACC02 on the access to works plan
District of North Norfolk	Vehicle access from Holt Road marked point at ACC03 on the access to works plan
District of North Norfolk	Vehicle access from Holgate Hill marked point at ACEW03 on the access to works plan
District of North Norfolk	Vehicle access from Holt Road marked point at ACC04 on the access to works plan
District of North Norfolk	Vehicle access from Holgate Hill marked point at ACEW04 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicle access from Station Road marked point at ACEW05 on the access to works plan
District of North Norfolk	Vehicle access from Sheringham Road marked point at ACC05 on the access to works plan
District of North Norfolk	Vehicle access from Station Road marked point at ACEW06 on the access to works plan
District of North Norfolk	Vehicle access from Sandy Hill Lane marked point at ACEW10a on the access to works plan
District of North Norfolk	Vehicle access from Sandy Hill Lane marked point at ACC07 on the access to works plan
District of North Norfolk	Vehicle access from Sandy Hill Lane marked point at ACEW09 on the access to works plan
District of North Norfolk	Vehicle access from Sandy Hill Lane marked point at ACC09 on the access to works plan
District of North Norfolk	Vehicle access from Holt Road marked point at ACEW10 on the access to works plan
District of North Norfolk	Vehicle access from Holt Road marked point at ACEW11 on the access to works plan
District of North Norfolk	Vehicle access from Holt Road marked point at ACC10 on the access to works plan
District of North Norfolk	Vehicle access from Holt Road marked point at ACC11 on the access to works plan
District of North Norfolk	Vehicle access from The Street marked point at ACEW12 on the access to works plan
District of North Norfolk	Vehicle access from The Street marked point at XOC01 on the access to works plan
District of North Norfolk	Vehicle access from The Street marked point at XOC02 on the access to works plan
District of North Norfolk	Vehicle access from The Street marked point at ACEW13 on the access to works plan
District of North Norfolk	Vehicle access from Rectory Road marked point at ACC12 on the access to works plan
District of North Norfolk	Vehicle access from Rectory Road marked point at ACEW14 on the access to works plan
District of North Norfolk	Vehicle access from Rectory Road marked point at ACC13 on the access to works plan
District of North Norfolk	Vehicle access from New Road marked point at ACEW15 on the access to works plan
District of North Norfolk	Vehicle access from New Road marked point at ACEW16 on the access to works plan

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<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicle access from New Road marked point at XOC03 on the access to works plan
District of North Norfolk	Vehicle access from New Road marked point at XOC04 on the access to works plan
District of North Norfolk	Vehicle access from New Road marked point at ACEW17 on the access to works plan
District of North Norfolk	Vehicle access from Marple Lane marked point at ACEW18 on the access to works plan
District of North Norfolk	Vehicle access from Gresham Road marked point at ACEW19 on the access to works plan
District of North Norfolk	Vehicle access from Gresham Road marked point at XOC05 on the access to works plan
District of North Norfolk	Vehicle access from Gresham Road marked point at XOC06 on the access to works plan
District of North Norfolk	Vehicle access from Gresham Road marked point at ACEW20 on the access to works plan
District of North Norfolk	Vehicle access from Church Lane marked point at ACC14 on the access to works plan
District of North Norfolk	Vehicle access from Church Lane marked point at ACEW21 on the access to works plan
District of North Norfolk	Vehicle access from Church Lane marked point at ACEW22 on the access to works plan
District of North Norfolk	Vehicle access from Church Lane marked point at ACC15 on the access to works plan
District of North Norfolk	Vehicle access from Northfield Lane marked point at ACEW23 on the access to works plan
District of North Norfolk	Vehicle access from Northfield Lane marked point at XOC07 on the access to works plan
District of North Norfolk	Vehicle access from Northfield Lane marked point at XOC08 on the access to works plan
District of North Norfolk	Vehicle access from Northfield Lane marked point at ACEW24 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC16 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACEW25 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACEW26 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC17 on the access to works plan



<i>(1) Area</i>	<i>(2) Description of access</i>
District of North Norfolk	Vehicle access from Little Barningham Road marked point at ACEW27 on the access to works plan
District of North Norfolk	Vehicle access from Little Barningham Road marked point at XOC09 on the access to works plan
District of North Norfolk	Vehicle access from Little Barningham Road marked point at XOC10 on the access to works plan
District of North Norfolk	Vehicle access from Little Barningham Road marked point at ACEW28 on the access to works plan
District of North Norfolk	Vehicle access from Sweetbriar Lane marked point at XOC11 on the access to works plan
District of North Norfolk	Vehicle access from Sweetbriar Lane marked point at ACEW29 on the access to works plan
District of North Norfolk	Vehicle access from Sweetbriar Lane marked point at XOC12 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC18 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC19 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACEW30 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACEW31 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC20 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC21 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACEW32 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC22 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACEW33 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACEW34 on the access to works plan
District of North Norfolk	Vehicle access from Matlaske Road marked point at ACC23 on the access to works plan
District of North Norfolk	Vehicle access from Aylsham Road marked point at ACEW35 on the access to works plan
District of Broadland	Vehicle access from Aylsham Road marked point at ACEW36 on the access to works plan

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<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicle access from Aylsham Road marked point at ACC24 on the access to works plan
District of Broadland	Vehicle access from Spa Lane marked point at XOC13 on the access to works plan
District of Broadland	Vehicle access from Spa Lane marked point at ACEW37 on the access to works plan
District of Broadland	Vehicle access from Spa Lane marked point at ACEW38 on the access to works plan
District of Broadland	Vehicle access from Spa Lane marked point at XOC14 on the access to works plan
District of Broadland	Vehicle access from Spink's Lane marked point at ACEW39 on the access to works plan
District of Broadland	Vehicle access from Spink's Lane marked point at ACEW40 on the access to works plan
District of Broadland	Vehicle access from B1149 marked point at ACEW41 on the access to works plan
District of Broadland	Vehicle access from B1149 marked point at ACC25 on the access to works plan
District of Broadland	Vehicle access from farm access track marked point at ACEW42 on the access to works plan
District of Broadland	Vehicle access from farm access track marked point at ACC25b on the access to works plan
District of Broadland	Vehicle access from The Street marked point at ACC26 on the access to works plan
District of Broadland	Vehicle access from The Street marked point at ACEW45 on the access to works plan
District of Broadland	Vehicle access from Birds Lane marked point at XOC15 on the access to works plan
District of Broadland	Vehicle access from Birds Lane marked point at ACEW46 on the access to works plan
District of Broadland	Vehicle access from Birds Lane marked point at ACEW47 on the access to works plan
District of Broadland	Vehicle access from Birds Lane marked point at XOC16 on the access to works plan
District of Broadland	Vehicle access from B1149 marked point at ACEW48 on the access to works plan
District of Broadland	Vehicle access from Aylsham Road marked point at ACC27 on the access to works plan
District of Broadland	Vehicle access from Aylsham Road marked point at ACEW49 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicle access from Aylsham Road marked point at ACEW50 on the access to works plan
District of Broadland	Vehicle access from Aylsham Road marked point at ACC28 on the access to works plan
District of Broadland	Vehicle access from Old Friendship Lane marked point at XOC17 on the access to works plan
District of Broadland	Vehicle access from Old Friendship Lane marked point at ACEW51 on the access to works plan
District of Broadland	Vehicle access from Old Friendship Lane marked point at XOC18 on the access to works plan
District of Broadland	Vehicle access from Old Friendship Lane marked point at ACEW52 on the access to works plan
District of Broadland	Vehicle access from Norwich Road marked point at XOC19 on the access to works plan
District of Broadland	Vehicle access from Norwich Road marked point at ACEW53 on the access to works plan
District of Broadland	Vehicle access from Norwich Road marked point at XOC20 on the access to works plan
District of Broadland	Vehicle access from Norwich Road marked point at ACEW54 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACC29 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACEW55 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACEW56 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACC30 on the access to works plan
District of Broadland	Vehicle access from Cawston Road marked point at ACEW57 on the access to works plan
District of Broadland	Vehicle access from Church Lane marked point at XOC21 on the access to works plan
District of Broadland	Vehicle access from Church Lane marked point at ACEW58 on the access to works plan
District of Broadland	Vehicle access from Church Lane marked point at XOC22 on the access to works plan
District of Broadland	Vehicle access from Clay Lane marked point at XOC23 on the access to works plan
District of Broadland	Vehicle access from Clay Lane marked point at ACEW59 on the access to works plan

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<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicle access from Clay Lane marked point at ACEW60 on the access to works plan
District of Broadland	Vehicle access from Clay Lane marked point at XOC24 on the access to works plan
District of Broadland	Vehicle access from Church Lane marked point at ACEW61 on the access to works plan
District of Broadland	Vehicle access from Church Lane marked point at ACEW115 on the access to works plan
District of Broadland	Vehicle access from School Road marked point at ACEW62 on the access to works plan
District of Broadland	Vehicle access from Upgate marked point at XOC25 on the access to works plan
District of Broadland	Vehicle access from Upgate marked point at XOC26 on the access to works plan
District of Broadland	Vehicle access from School Road marked point at ACEW63 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACC31 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACEW64 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACC32 on the access to works plan
District of Broadland	Vehicle access from Reepham Road marked point at ACEW65 on the access to works plan
District of Broadland	Vehicle access from Felthorpe Road marked point at XOC27 on the access to works plan
District of Broadland	Vehicle access from Felthorpe Road marked point at XOC28 on the access to works plan
District of Broadland	Vehicle access from Felthorpe Road marked point at ACEW66 on the access to works plan
District of Broadland	Vehicle access from Old Fakenham Road marked point at ACC33 on the access to works plan
District of Broadland	Vehicle access from Old Fakenham Road marked point at ACEW67 on the access to works plan
District of Broadland	Vehicle access from Fakenham Road marked point at ACEW68 on the access to works plan
District of Broadland	Vehicle access from Fakenham Road marked point at ACC36 on the access to works plan
District of Broadland	Vehicle access from Fakenham Road marked point at ACEW70 on the access to works plan

<i>(1) Area</i>	<i>(2) Description of access</i>
District of Broadland	Vehicle access from Morton Lane marked point at ACEW71 on the access to works plan
District of Broadland	Vehicle access from Morton Lane marked point at ACC37 on the access to works plan
District of Broadland	Vehicle access from Ringland Lane marked point at ACEW72 on the access to works plan
District of Broadland	Vehicle access from Ringland Lane marked point at ACC38 on the access to works plan
District of Broadland	Vehicle access from Church Hill Lane marked point at ACEW73 on the access to works plan
District of Broadland	Vehicle access from Church Hill Lane marked point at ACC39 on the access to works plan
District of Broadland	Vehicle access from Church Hill Lane marked point at ACEW74 on the access to works plan
District of Broadland	Vehicle access from Church Hill Lane marked point at ACEW75 on the access to works plan
District of Broadland	Vehicle access from Church Hill Lane marked point at ACC40 on the access to works plan
District of Broadland	Vehicle access from Church Hill Lane marked point at ACC41 on the access to works plan
District of Broadland	Vehicle access from The Broadway marked point at ACEW76 on the access to works plan
District of Broadland	Vehicle access from The Broadway marked point at ACC42 on the access to works plan
District of Broadland	Vehicle access from The Broadway marked point at ACC43 on the access to works plan
District of Broadland	Vehicle access from The Broadway marked point at ACEW77 on the access to works plan
District of Broadland	Vehicle access from Taverham Road marked point at ACEW78 on the access to works plan
District of Broadland	Vehicle access from Taverham Road marked point at ACEW79 on the access to works plan
District of Broadland	Vehicle access from Taverham Road marked point at ACC44 on the access to works plan
District of Broadland	Vehicle access from Taverham Road marked point at ACC45 on the access to works plan
District of South Norfolk	Vehicle access from A47 marked point at ACC46 on the access to works plan
District of South Norfolk	Vehicle access from A47 marked point at ACEW80 on the access to works plan

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<i>(1) Area</i>	<i>(2) Description of access</i>
District of South Norfolk	Vehicle access from A47 marked point at ACC47 on the access to works plan
District of South Norfolk	Vehicle access from Church Lane marked point at ACC48 on the access to works plan
District of South Norfolk	Vehicle access from Church Lane marked point at ACEW82 on the access to works plan
District of South Norfolk	Vehicle access from Church Lane marked point at ACC49 on the access to works plan
District of South Norfolk	Vehicle access from Church Lane marked point at ACEW83 on the access to works plan
District of South Norfolk	Vehicle access from Church Lane marked point at ACEW85 on the access to works plan
District of South Norfolk	Vehicle access from Broom Lane marked point at XOC29 on the access to works plan
District of South Norfolk	Vehicle access from Broom Lane marked point at XOC30 on the access to works plan
District of South Norfolk	Vehicle access from Colton Road marked point at ACC50 on the access to works plan
District of South Norfolk	Vehicle access from Colton Road marked point at ACEW86 on the access to works plan
District of South Norfolk	Vehicle access from Colton Road marked point at ACEW87 on the access to works plan
District of South Norfolk	Vehicle access from Colton Road marked point at ACEW88 on the access to works plan
District of South Norfolk	Vehicle access from Colton Road marked point at ACC51 on the access to works plan
District of South Norfolk	Vehicle access from Colton Road marked point at ACC52 on the access to works plan
District of South Norfolk	Vehicle access from Colton Road marked point at ACEW89 on the access to works plan
District of South Norfolk	Vehicle access from Chapel Street marked point at ACEW90 on the access to works plan
District of South Norfolk	Vehicle access from Chapel Street marked point at ACEW91 on the access to works plan
District of South Norfolk	Vehicle access from Chapel Street marked point at ACC53 on the access to works plan
District of South Norfolk	Vehicle access from Chapel Street marked point at ACC54 on the access to works plan
District of South Norfolk	Vehicle access from B1108 marked point at ACEW92 on the access to works plan

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<i>(1) Area</i>	<i>(2) Description of access</i>
District of South Norfolk	Vehicle access from B1108 marked point at ACC55 on the access to works plan
District of South Norfolk	Vehicle access from Burdock Lane marked point at ACEW93 on the access to works plan
District of South Norfolk	Vehicle access from Burdock Lane marked point at ACC56 on the access to works plan
District of South Norfolk	Vehicle access from Burdock Lane marked point at ACC57 on the access to works plan
District of South Norfolk	Vehicle access from Burdock Lane marked point at ACEW94 on the access to works plan
District of South Norfolk	Vehicle access from Skoyles Lane marked point at ACEW95 on the access to works plan
District of South Norfolk	Vehicle access from Skoyles Lane marked point at XOC31 on the access to works plan
District of South Norfolk	Vehicle access from Skoyles Lane marked point at XOC32 on the access to works plan
District of South Norfolk	Vehicle access from Skoyles Lane marked point at ACEW96 on the access to works plan
District of South Norfolk	Vehicle access from B1172 marked point at ACC60 on the access to works plan
District of South Norfolk	Vehicle access from B1172 marked point at ACEW99 on the access to works plan
District of South Norfolk	Vehicle access from B1172 marked point at ACC61 on the access to works plan
District of South Norfolk	Vehicle access from B1172 marked point at ACEW100 on the access to works plan
District of South Norfolk	Vehicle access from Melton Road marked point at ACC58 on the access to works plan
District of South Norfolk	Vehicle access from Melton Road marked point at ACEW97 on the access to works plan
District of South Norfolk	Vehicle access from Melton Road marked point at ACEW98 on the access to works plan
District of South Norfolk	Vehicle access from Melton Road marked point at ACC59 on the access to works plan
District of South Norfolk	Vehicle access from Pockthorpe Road marked point at ACEW117 on the access to works plan
District of South Norfolk	Vehicle access from Melton Road marked point at ACEW118 on the access to works plan
District of South Norfolk	Vehicle access from Low Street marked point at ACEW116 on the access to works plan

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<i>(1) Area</i>	<i>(2) Description of access</i>
District of South Norfolk	Vehicle access from High Street marked point at ACEW101 on the access to works plan
District of South Norfolk	Vehicle access from High Street marked point at ACC62 on the access to works plan
District of South Norfolk	Vehicle access from High Street marked point at ACC63 on the access to works plan
District of South Norfolk	Vehicle access from High Street marked point at ACEW102 on the access to works plan
District of South Norfolk	Vehicle access from Church Road marked point at XOC33 on the access to works plan
District of South Norfolk	Vehicle access from Church Road marked point at XOC34 on the access to works plan
District of South Norfolk	Vehicle access from Hetherset Road marked point at ACEW103 on the access to works plan
District of South Norfolk	Vehicle access from Hetherset Road marked point at ACC64 on the access to works plan
District of South Norfolk	Vehicle access from Hetherset Road marked point at ACEW104 on the access to works plan
District of South Norfolk	Vehicle access from Hetherset Road marked point at ACC65 on the access to works plan
District of South Norfolk	Vehicle access from Hetherset Road marked point at ACC66 on the access to works plan
District of South Norfolk	Vehicle access from Hetherset Road marked point at ACEW105 on the access to works plan
District of South Norfolk	Vehicle access from Intwood Lane marked point at ACEW106 on the access to works plan
District of South Norfolk	Vehicle access from Intwood Lane marked point at XOC35 on the access to works plan
District of South Norfolk	Vehicle access from Intwood Lane marked point at XOC36 on the access to works plan
District of South Norfolk	Vehicle access from Swardeston Lane marked point at ACEW107 on the access to works plan
District of South Norfolk	Vehicle access from Main Road marked point at ACC67 on the access to works plan
District of South Norfolk	Vehicle access from Main Road marked point at ACEW108 on the access to works plan
District of South Norfolk	Vehicle access from Main Road marked point at ACC68 on the access to works plan
District of South Norfolk	Vehicle access from Main Road marked point at ACEW109 on the access to works plan



<i>(1) Area</i>	<i>(2) Description of access</i>
District of South Norfolk	Vehicle access from Swardeston Lane marked point at XOC37 on the access to works plan
District of South Norfolk	Vehicle access from Swardeston Lane marked point at XOC38 on the access to works plan
District of South Norfolk	Vehicle access from Swardeston Lane marked point at ACEW110 on the access to works plan
District of South Norfolk	Vehicle access from Swardeston Lane marked point at ACEW111 on the access to works plan
District of South Norfolk	Vehicle access from Mangreen Road marked point at ACC73 on the access to works plan
District of South Norfolk	Vehicle access from Mangreen Road marked point at ACEW113 on the access to works plan
District of South Norfolk	Vehicle access from Mangreen Road marked point at ACEW114 on the access to works plan
District of South Norfolk	Vehicle access from A140 Ipswich Road marked point at ACC74 on the access to works plan
District of South Norfolk	Vehicle access from Mangreen Road marked point at ACC76 on the access to works plan

SCHEDULE 7

Article 19

Land in which only new rights, etc may be acquired

<i>(1) Plan reference number shown on land plans</i>	<i>(2) Purpose for which rights may be acquired</i>
01-001, 01-002, 01-003, 01-004	Work Nos. 7A/B or 7C
01-005, 01-006, 01-007, 01-008, 01-009	Work Nos. 8A/B or 8C
01-012, 01-014, 01-015, 01-016, 01-021, 01-022, 01-023, 01-024, 01-025, 01-026, 01-027, 01-028	Work Nos. 9A/B or 9C
01-017, 01-018, 01-020, 01-035, 01-036, 01-037	Work Nos. 11A/B
01-029, 01-030, 01-034, 01-	Work Nos. 12A/B or 12C

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<i>(1) Plan reference number</i>	<i>(2) Purpose for which rights may be acquired</i>
038, 01-042, 01-044, 02-002,	
02-004, 02-005, 02-006, 02-	
010, 02-011, 02-012, 02-013,	
02-015, 03-003, 03-004, 03-	
008, 03-009, 03-010, 03-011,	
04-003, 04-014, 04-015, 04-	
016, 04-017, 05-004, 05-006,	
05-007, 05-009, 05-012, 05-	
013, 05-015, 05-016, 06-002,	
06-003, 06-005, 06-007, 06-	
008, 07-001, 07-002, 07-003,	
07-004, 07-005, 07-006, 07-	
009, 07-015, 07-016, 07-018,	
07-019, 07-021, 08-001, 09-	
001, 09-003, 09-004, 09-006,	
09-009, 10-001, 10-002, 10-	
004, 10-005, 10-007, 10-008,	
10-010, 10-011, 10-012, 10-	
013, 10-014, 11-003, 11-004,	
11-005, 11-006, 11-007, 11-	
008, 12-002, 12-003, 12-004,	
12-006, 12-007, 12-008, 13-	
001, 13-003, 13-004, 13-005,	
13-006, 13-007, 13-010, 13-	
013, 13-016, 14-001, 14-003,	
14-007, 15-004, 16-001, 16-	

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<i>(1) Plan reference number</i>	<i>(2) Purpose for which rights may be acquired shown on land plans</i>
002, 16-003, 16-009, 16-011, 16-012, 16-015, 16-020, 17- 001, 17-002, 17-003, 17-004, 17-005, 17-007, 17-009, 17- 011, 17-012, 18-001, 18-003, 18-004, 18-006, 18-007, 18- 009, 18-010, 18-011, 18-013, 18-014, 18-015, 18-016, 18- 017, 19-001, 19-003, 19-004, 19-005, 19-006, 19-007, 19- 010, 20-001, 20-003, 21-001, 21-002, 21-004, 21-005, 21- 006, 21-013, 22-001, 22-002, 22-003, 22-008, 22-009, 22- 010, 22-011, 23-001, 23-002, 23-003, 23-004, 23-007, 23- 012, 23-013, 23-014, 23-017, 23-018, 23-019, 23-020, 23- 021, 23-029, 23-030, 23-031, 24-004, 24-005, 24-007, 25- 001, 25-006, 25-007, 25-008, 25-017, 26-001, 26-002, 26- 004, 26-007, 27-003, 27-004, 27-005, 28-001, 28-002, 28- 008, 28-009, 28-010, 28-011, 28-014, 28-015, 28-016, 28-	

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<i>(1) Plan reference number shown on land plans</i>	<i>(2) Purpose for which rights may be acquired</i>
019, 28-021, 28-022, 29-003, 29-004, 29-005, 29-006, 29-007, 29-008, 30-001, 30-002, 30-003, 30-009, 30-010, 30-011, 30-012, 30-013, 30-014, 30-015, 30-016, 30-017, 31-001, 31-002, 31-004, 31-005, 31-007, 31-011, 31-012, 32-001, 32-002, 32-003, 32-006, 33-001, 33-007, 33-008, 33-010, 33-012, 33-013, 33-014, 33-015, 33-016, 33-017, 34-001, 34-002, 34-006, 34-009, 34-010, 35-001, 35-002, 35-003, 35-006, 35-007, 35-010, 35-011, 36-004, 36-006, 36-009, 36-010, 36-011, 37-002, 37-005, 37-006, 38-002, 38-004, 38-005, 38-006, 38-007, 38-014, 38-015, 38-016, 38-017, 39-001, 39-005, 39-006, 39-010, 39-011	
39-019, 39-020, 39-023, 39-028, 39-031, 39-032, 39-033	Work Nos. 16A/B or 16C
39-034, 39-035, 39-037	Work Nos. 17A/B or 17C
39-016, 39-020, 39-024, 39-038, 39-044, 40-004	Work Nos. 19A/B

<i>(1) Plan reference number</i>	<i>(2) Purpose for which rights may be acquired shown on land plans</i>
39-017, 39-023, 39-025, 39-026, 39-028, 39-029, 39-030, 39-031, 39-032, 39-033	Work Nos. 22A/B

## SCHEDULE 8

Article 19

### Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants

#### Compensation enactments

**1.** The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation for the compulsory purchase of land and interests in land.

**2.—(1)** Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

“(5A) If—

- (a) the acquiring authority enters on land for the purposes of exercising a right in pursuance of a notice of entry under section 11(1) of the Compulsory Purchase Act 1965 (as modified by paragraph (5(5) of Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants) to the Dudgeon and Sheringham Shoal Extensions Offshore Wind Farm Development Consent Order 2024 (the “2024 Order”));
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the Compulsory Purchase Act 1965 (as substituted by paragraph 5(8) of Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants) to the 2024 Order) to acquire an interest in the land; and
- (c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right.”

**3.—(1)** Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(46) has effect subject to the modifications set out in sub-paragraph 2(2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5(3)—

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(46) 1973 c. 26.

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- (a) for “land is acquired or taken from” substitute “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for “acquired or taken from him” substitute “over which the right is exercisable or the restrictive covenant enforceable”.

#### **Application of Part 1 of the 1965 Act**

4. Part 1 of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 23 (modification of Part 1 of the 1965 Act)) to the acquisition of land under article 17 (compulsory acquisition of land), applies to the compulsory acquisition of a right by the creation of a new right, or to the imposition of a restrictive covenant, under article 19 (compulsory acquisition of rights)—

- (a) with the modifications specified in paragraph 5; and
- (b) with such other modifications as may be necessary.

5.—(1) The modifications referred to in paragraph 4(a) are as follows.

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or
- (b) the land over which the right is or is to be exercisable, or the restriction is or is to be enforceable.

(3) For section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”

(4) The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (refusal to convey, failure to make title, etc.);
- (b) paragraph 10(3) of Schedule 1 (conveyance of the land or interest);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11 (powers of entry) of the 1965 Act is modified so as to secure that, where the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to a compulsory acquisition under article 17), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A (powers of entry: further notices of entry), 11B (counter-notice requiring possession to be taken on specified date), 12 (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20 (tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 23(4) is modified so as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or enforce the restrictive covenant imposed, subject to compliance with that section as respects compensation.

(8) For Schedule 2A to the 1965 Act substitute—

#### “SCHEDULE 2A

### COUNTER-NOTICE REQUIRING PURCHASE OF LAND NOT IN NOTICE TO TREAT

#### **Introduction**

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or a restrictive covenant affecting, the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 of the Acquisition of Land Act 1981 as applied by article 22 (application of the 1981 Act) of the Dudgeon and Sheringham Shoal Extensions Offshore Wind Farm Development Consent Order 2024 in respect of the land to which the notice to treat relates.

(2) But see article 23(4) (acquisition of subsoil or airspace only) of the Dudgeon and Sheringham Shoal Extensions Offshore Wind Farm Development Consent Order 2024 which excludes the acquisition of subsoil or airspace only from this Schedule.

(3) In this Schedule “house”, except in paragraph 10, includes any park or garden belonging to a house.

#### **Counter-notice requiring purchase of land**

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the acquiring authority to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

#### **Response to counter-notice**

5. On receiving a counter-notice, the acquiring authority must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

6. The authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

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8. If the authority do not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serve notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

**Determination by the Upper Tribunal**

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right or the imposition of the covenant,
- (b) the use to be made of the right or covenant proposed to be acquired or imposed, and
- (c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

13. If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in that land.

14.—(1) If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawing of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”

SCHEDULE 9

Article 25

Land of which only temporary possession may be taken

<i>(1) Location</i>	<i>(2) Plot reference number shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
North Norfolk District Council	01-010, 01-013, 01-019	01-011, Temporary (including access) to facilitate construction of Work Nos. 7A/B or	use Works No. 10A/B



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<i>(1) Location</i>	<i>(2) Plot reference number shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>	
		7C, 8A/B or 8C and 9A/B or 9C		
North Norfolk District Council	01-031, 01-033, 01-040, 01-043, 02-003, 02-008, 02-014, 03-002, 03-006, 04-001, 04-004, 04-006, 04-008, 04-010, 04-012, 05-001, 05-003, 05-010, 05-014, 06-004, 07-007, 07-010, 07-012, 07-014, 07-020, 09-002, 09-007, 10-006, 11-001, 12-001, 13-002	01-032, 01-039, 01-041, 02-001, 02-007, 02-009, 03-001, 03-005, 03-007, 04-002, 04-005, 04-007, 04-009, 04-011, 04-013, 05-002, 05-005, 05-011, 06-001, 06-006, 07-008, 07-011, 07-013, 07-017, 08-002, 09-005, 10-003, 10-009, 11-002, 12-005,	Temporary use (including enabling works) for access to construct Work Nos. 7A/B or 7C, 8A/B or 8C, 9A/B or 9C, 10A/B, 11A/B, 12A/B or 12C and 14A/B	Works No. 13A/B
North Norfolk District Council	05-008, 09-008	Temporary use (including storage) for facilitation of construction of Work Nos. 7A/B or 7C, 8A/B or 8C, 9A/B or 9C, 10A/B, 11A/B, 12A/B or 12C and 13A/B	Works Nos. 14A/B	
Broadland District Council	13-011, 13-014, 14-002, 14-005, 15-001, 16-005, 16-007,	13-012, 13-015, 14-004, 14-006, 16-004, 16-006, 16-008,	Temporary use (including enabling works) for access to construct Work Nos. 7A/B or 7C, 8A/B or 8C, 9A/B or 9C, 10A/	Works Nos. 13A/B

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<i>(1) Location</i>	<i>(2) Plot reference number shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
	16-010, 16-014, 16-017, 16-019, 17-008, 18-002, 18-008, 19-009, 21-003, 21-008, 21-010, 21-012, 21-015, 21-017, 21-019, 22-005, 22-007, 23-006, 23-010, 23-015, 23-022, 23-024, 23-028, 24-002, 24-006, 25-003, 25-005, 25-010, 25-012, 25-014, 25-016, 26-005, 26-008, 27-002, 27-006	16-013, B, 16-016, 11A/B, 16-018, 12A/B or 17-006, 12C and 14A/B 17-010, 18-005, 19-008, 20-002, 21-007, 21-009, 21-011, 21-014, 21-016, 21-018, 22-004, 22-006, 23-005, 23-009, 23-011, 23-016, 23-023, 23-025, 24-001, 24-003, 25-002, 25-004, 25-009, 25-011, 25-013, 25-015, 26-003, 26-006, 27-001,	
Broadland Council	District 13-008, 15-002, 19-002, 23-008	13-009, 15-003, Temporary use (including storage) for facilitation of construction of Work Nos. 7A/B or 7C, 8A/B or 8C, 9A/B or 9C, 10A/B, 11A/B, 12A/B or 12C and 13A/B	Works Nos. 14A/B
South Norfolk Council	District 28-003, 28-005, 28-007, 28-020, 28-024, 28-026, 29-001,	28-004, 28-006, 28-017, 28-023, 28-025, 28-027, 29-002, Temporary use (including enabling works) for access to construct Work Nos. 7A/B or 7C, 8A/B or 8C, 9A/B or 9C, 10A/B	Works Nos. 13A/B

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<i>(1) Location</i>	<i>(2) Plot reference number shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>	
	30-004, 30-006, 30-008, 31-006, 31-009, 32-004, 33-002, 33-004, 33-006, 33-011, 34-004, 34-007, 35-005, 35-009, 36-002, 36-007, 37-001, 37-004, 38-003, 38-009, 38-011, 38-012, 38-013	30-005, 30-007, 31-003, 31-008, 31-010, 32-005, 33-003, 33-005, 33-009, 34-003, 34-005, 35-004, 35-008, 36-001, 36-003, 36-008, 37-003, 38-001, 38-008, 38-010, 38-013	B, 11A/B, 12A/B or 12C and 14A/B	
South Norfolk District Council	28-018, 36-005	34-008, Temporary use (including storage) for facilitation of construction of Work Nos. 7A/B or 7C, 8A/B or 8C, 9A/B or 9C, 10A/B, 11A/B, 12A/B or 12C and 13A/B	Works Nos. 14A/B	
South Norfolk District Council	39-027, 39-036, 39-039, 39-040, 39-041, 39-042, 39-043, 40-001, 40-002, 40-003, 40-005, 40-006, 40-007, 40-008, 40-009, 40-010	Temporary use (including access and storage) to facilitate construction of Work Nos. 12A/B or 12C, 15A/B or 15C, 16A/B or 16C, 17A/B or 17C, 18A/B, 19A/B and 22A/B	Works Nos. 20A/B	

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SCHEDULE 10

Article 30

Marine Licence 1: Sheringham Shoal Extension Project  
Offshore Generation – Work Nos. 1A, 2A and 6A or 6C

PART 1

Licensed marine activities

**Interpretation**

1.—(1) In this marine licence—

“the 2004 Act” means the Energy Act 2004<sup>(47)</sup>;

“the 2008 Act” means the Planning Act 2008<sup>(48)</sup>;

“the 2009 Act” means the Marine and Coastal Access Act 2009<sup>(49)</sup>;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017<sup>(50)</sup>;

“Annex 1 reef” means a reef of a type listed in Annex 1 to Council Directive [92/43/EEC](#) on the conservation of natural habitats and of wild fauna and flora <sup>(51)</sup>;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this marine licence;

“authorised project” means Work Nos. 1A, 2A and 6A or 6C and the further associated development described in paragraph 3 of Part 1 of this marine licence or any part of that work or development;

“buoy” means any floating device used for navigational purposes or measurement purposes including LiDAR buoys, wave buoys and guard buoys;

“cable” includes cables for the transmission of electricity and fibre-optic cables;

“cable crossing” means the crossing of existing subsea cables and pipelines by the array, inter-array or export cables authorised by the Order and forming part of the authorised project together with physical protection measures including cable protection;

“cable protection” means measures to protect cables forming part of the authorised project from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for pre-construction monitoring surveys approved under this marine licence, and “commenced” and “commencement” must be construed accordingly;

“commercial operation” means in relation to any part of the authorised project, the exporting, transmission or conversion, on a commercial basis, of electricity;

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<sup>(47)</sup> [2004 c. 20](#). Section 105 was amended by section 69 of the Energy Act [2003 \(c. 32\)](#).

<sup>(48)</sup> [2008 c. 29](#).

<sup>(49)</sup> [2009 c. 23](#)

<sup>(50)</sup> [S.I. 2017/1013](#).

<sup>(51)</sup> [OJ L 206, 22.9.1992, p.7-50](#).

“Cromer Shoal Chalk Beds MCZ” means the Marine Conservation Zone designated by the Secretary of State under the Cromer Shoal Chalk Beds Marine Conservation Zone Designation Order 2016(52);

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY and any successor body to its functions;

“DEL” means Dudgeon Extension Limited, company number 12148301, whose registered office is at 1 Kingdom Street, London W2 6BD;

“DEP North” means the array extension area located to the north of DOW;

“DEP South” means the array extension area located to the south of DOW;

“DOW” means the Dudgeon Offshore Wind Farm;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“Dudgeon Extension Project” means the Dudgeon Extension Project offshore works and the Dudgeon Extension Project onshore works;

“Dudgeon Extension Project offshore works” means—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1B to 7B and any other authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1B, 2B, the integrated offshore works and any other authorised development associated with those works;

“Dudgeon Extension Project onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8B to 14B, the scenario 3 integrated onshore works, Work Nos. 18B to 22B, and any other authorised development associated with those works;
- (c) in the event of scenario 4, Work Nos. 10B, 11B, 13B, 14B, the scenario 4 integrated onshore works, Work Nos. 18B to 22B, and any other authorised development associated with those works;

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“gravity base structure foundation” means a structure principally of steel, concrete, or steel and concrete, which rests on the seabed either due to its own weight with or without added ballast, skirts or other additional fixings, and associated equipment including scour protection, J-tubes, corrosion protection systems, access platforms and equipment and separate topside connection structures or integrated transition pieces;

“HAT” means highest astronomical tide;

“HVAC” means high voltage alternating current;

“in-field cable” means a subsea cable linking two or more offshore structures;

“in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation” means the document certified as the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

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“integrated offshore substation platform” means a single offshore substation platform to be constructed and operated for the benefit of both SEL and DEL;

“integrated offshore works” means Work Nos. 3C, 4C, 5C, 6C and 7C;

“interlink cable” means a subsea cable linking two offshore areas;

“intrusive activities” means activities including anchoring of vessels, jacking up of vessels, temporary deposits and temporary wet storage areas;

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as J-tubes, corrosion protection systems and access platforms;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“joint bay” means an excavation located at regular intervals along the cable route consisting of a concrete flat base slab constructed beneath the ground to facilitate the jointing together of the cables;

“LAT” means lowest astronomical tide;

“land plans” means the plans certified as the land plans by the Secretary of State under article 37 of the Order;

“layout commitments” means the layout commitments contained within the navigation risk assessment at appendix 13.1 of the environmental statement;

“maintain” includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“licensed activities” means the activities specified in Part 1 of this licence;

“Marine Management Organisation” means the body created under the 2009 Act which is responsible for the regulation of this marine licence or any successor of that function and “MMO” must be construed accordingly;

“MCA” means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

“MCMS” means the Marine Case Management System web portal provided and operated by the MMO;

“MHWS” or “mean high water springs” means the highest level that spring tides reach on average over a period of time;

“MLWS” or “mean low water springs” means the lowest level that spring tides reach on average over a period of time;

“monopile foundation” means a steel pile driven or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“offshore order limits and grid coordinates plan” means the plans certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

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“offshore substation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad, containing—

- (a) electrical equipment required to switch, transform or convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;
- (b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

“offshore works” means—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A, 1B to 7B and any other authorised development associated with those works;
- (b) in the event of scenario 4, Work Nos. 1A, 1B, 2A, 2B, the integrated offshore works, and any other authorised development associated with those works;

“onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A, 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, 8B to 14B, the scenario 3 integrated onshore works, 18A to 22A, 18B to 22B and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A and 18B to 22B, the scenario 4 integrated onshore works and any other authorised development associated with those works;

“Order” means The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024;

“Order land” means the land shown on the land plans which is within the limits of land to be acquired or used and described in the book of reference;

“Order limits” means the limits shown on the offshore order limits and grid coordinates plans within which the authorised project may be carried out and the grid coordinates for Work Nos. 1A and 2A are set out in paragraph 5 of Part 1 of this marine licence;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline marine traffic monitoring plan” means the document certified as the outline marine traffic monitoring plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

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“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, mattresses with or without frond devices, flow energy dissipation devices and rock and gravel placement;

“SEL” means Scira Extension Limited, company number 12239260, whose registered office is at 1 Kingdom Street, London W2 6BD;

“scenario 1” means each generating station will be constructed in any one of the following ways—

- (a) the construction of the Sheringham Shoal Extension Project only where the Dudgeon Extension Project does not proceed to construction;
- (b) the construction of the Dudgeon Extension Project only where the Sheringham Shoal Extension Project does not proceed to construction;
- (c) sequential construction where the Sheringham Shoal Extension Project is constructed first then the Dudgeon Extension Project is constructed second or vice versa; or concurrent construction of the Sheringham Shoal Extension Project and the Dudgeon Extension Project;

“scenario 2” means a sequential construction scenario in which either the Sheringham Shoal Extension Project is constructed first and SEL installs the ducts for the Dudgeon Extension Project or the Dudgeon Extension Project is constructed first and DEL installs the ducts for the Sheringham Shoal Extension Project;

“scenario 3” means—

- (a) sequential or concurrent construction of Work Nos. 1A to 14A, 18A to 22A, 1B to 14B, 18B to 22B; and
- (b) construction of the scenario 3 integrated onshore works;

“scenario 3 integrated onshore works” means Work Nos. 15C to 17C;

“scenario 4” means—

- (a) sequential or concurrent construction of Work Nos. 1A, 1B, 2A, 2B, 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A, 18B to 22B; and
- (b) construction of the integrated offshore works and the scenario 4 integrated onshore works;

“scenario 4 integrated onshore works” means 8C, 9C, 12C, 15C, 16C and 17C;

“Sheringham Shoal Extension Project” means the Sheringham Shoal Extension Project onshore works and the Sheringham Shoal Extension Project offshore works;

“Sheringham Shoal Extension Project offshore works” means—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A and any authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1A, 2A, the integrated offshore works and any other authorised development associated with those works;

“Sheringham Shoal Extension Project onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A and any other authorised development associated with those works; or



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- (b) in the event of scenario 3, Work Nos. 8A to 14A, the scenario 3 integrated onshore works, 18A to 22A and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 11A, 13A, 14A, the scenario 4 integrated onshore works, 18A to 22A and any other authorised development associated with any of those works;

“statutory historic body” means Historic England or its successor in function;

“statutory nature conservation body” means an organisation charged by the government with advising on nature conservation matters;

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket or monopile foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“UKHO” means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Scira Extension Limited, company number 12239260, whose registered office is at 1 Kingdom Street, London W2 6BD;

“VHF” means very high frequency;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, a rotor with three blades connected at the hub, a nacelle and ancillary electrical and other equipment which may include J-tubes, transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation and forming part of the authorised project;

“works plans” means the works plans (offshore) and the works plans (onshore);

“works plans (offshore)” means the plans certified as the works plans (offshore) by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order; and

“works plans (onshore)” means the plans certified as the works plans (onshore) by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order.

(2) In this marine licence, a reference to any statute, order, regulation or similar instrument is a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) In this marine licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time (“GMT”);

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

(4) Unless otherwise stated or agreed with the MMO, all submissions, notifications and communications must be sent by the undertaker to the MMO using MCMS. Except where otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this marine licence Schedule are—

(a) Historic England

Brooklands

Cambridge

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CB2 8BU  
Tel: 01223 582749  
Email:[eastofengland@historicengland.org.uk](mailto:eastofengland@historicengland.org.uk)

- (b) Marine Management Organisation  
Marine Licensing Team  
Lancaster House  
Hampshire Court  
Newcastle upon Tyne  
NE4 7YH  
Email:[marine.consent@marinemanagement.org.uk](mailto:marine.consent@marinemanagement.org.uk)  
Tel: 0300 123 1032

- (c) Marine Management Organisation (local office)  
Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Email:[lowestoft@marinemanagement.org.uk](mailto:lowestoft@marinemanagement.org.uk)  
Tel: 02080266094

- (d) Marine Management Organisation  
Marine Pollution Response Team  
Tel. (during office hours): 0300 200 2024,  
Tel. (outside office hours): 07770 977 825 or 0845 051 8486  
Email:[dispersants@marinemanagement.org.uk](mailto:dispersants@marinemanagement.org.uk)

- (e) Maritime and Coastguard Agency  
UK Technical Services Navigation  
Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2554  
Tel: 020 3817 2433

- (f) Natural England  
Foss House  
Kings Pool  
1-2 Peasholme Green  
York  
YO1 7PX  
Tel: 0300 060 4911

- (g) Trinity House  
Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900
- (h) United Kingdom Hydrographic Office  
Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900

### **Details of licensed marine activities**

2. Subject to the conditions, this marine licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and objects specified in paragraph (4) below;
- (b) the construction of works in or over the sea or on or under the sea bed;
- (c) dredging for the purposes of seabed preparation for foundation works or cable works;
- (d) the removal of sediment samples for the purposes of informing environmental monitoring under this marine licence during pre-construction, construction and operation;
- (e) site clearance and preparation works including debris, boulder clearance and the removal of out of service cables and static fishing equipment; and the disposal of up to 322,327 cubic metres of inert material of natural origin within the Order limits produced during construction drilling or seabed preparation for foundation works and cable works and boulder clearance works at disposal site references to be provided to the MMO within the Order limits seaward of MHWS.

3. Such activities are authorised in relation to the construction, maintenance and operation of—

*Work No. 1A*— in the event of scenario 1, scenario 2, scenario 3 or scenario 4, an offshore wind turbine generating station with a gross electrical output capacity of more than 100 megawatts comprising up to 23 wind turbine generators each fixed to the seabed by piled monopile, suction bucket monopile, piled jacket, suction bucket jacket or gravity base structure foundations;

*Work No. 2A*—

- (a) in the event of scenario 1, scenario 2, scenario 3 or scenario 4, a network of subsea in-field cables between the wind turbine generators in Work No. 1A including cable protection and one or more cable crossings; and
- (b) in the event of scenario 1, scenario 2 or scenario 3, a network of subsea in-field cables between the wind turbine generators in Work No. 1A and the offshore substation platform in Work No. 3A including cable protection and one or more cable crossings; or
- (c) in the event of scenario 4, a network of subsea in-field cables between the wind turbine generators in Work No. 1A and the integrated offshore substation platform in Work No. 3C including cable protection and one or more cable crossings; and

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*Work No. 6A*— in the event of scenario 1, scenario 2 or scenario 3, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A, 2A, 3A, 4A and 5A; or

*Work No. 6C*— in the event of scenario 4, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A, 1B, 2A, 2B, 3C, 4C and 5C.

In connection with such Work Nos. 1A, 2A and 6A or 6C and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement and the provisions of this marine licence including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work Nos. 1A and 2A and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre- trenching; and
- (d) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project;
- (e) removal of static fishing equipment;
- (f) beacons, fenders and other navigational warning or ship impact protection works;
- (g) disposal of drill arisings in connection with any foundation drilling up to a total of 11,946 cubic metres; and
- (h) temporary deposit and removal of monitoring equipment.

4. The substances and objects authorised for deposit at sea are—

- (a) iron, steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete and grout;
- (d) sand and gravel;
- (e) plastic and synthetic;
- (f) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works and cable sandwave preparation works; and
- (g) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised project comprising Work Nos. 1A and 2A are specified below—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 5' 19,199" N	1° 15' 47,433" E
2	53° 5' 7,813" N	1° 15' 39,929" E
3	53° 5' 20,705" N	1° 14' 48,183" E
4	53° 5' 33,957" N	1° 13' 54,955" E
5	53° 5' 47,202" N	1° 13' 1,718" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
6	53° 5' 47,266" N	1° 13' 1,677" E
7	53° 5' 47,266" N	1° 13' 1,676" E
8	53° 5' 47,540" N	1° 13' 1,498" E
9	53° 5' 47,545" N	1° 13' 1,495" E
10	53° 5' 50,444" N	1° 12' 59,604" E
11	53° 5' 50,506" N	1° 12' 59,565" E
12	53° 6' 19,018" N	1° 12' 40,975" E
13	53° 6' 19,097" N	1° 12' 40,924" E
14	53° 6' 42,962" N	1° 12' 25,364" E
15	53° 6' 43,080" N	1° 12' 25,287" E
16	53° 7' 12,739" N	1° 12' 5,962" E
17	53° 7' 42,397" N	1° 11' 46,630" E
18	53° 7' 49,968" N	1° 11' 41,694" E
19	53° 8' 12,055" N	1° 11' 27,290" E
20	53° 8' 41,711" N	1° 11' 7,942" E
21	53° 8' 41,717" N	1° 11' 7,938" E
22	53° 8' 49,191" N	1° 11' 3,065" E
23	53° 8' 49,206" N	1° 11' 3,056" E
24	53° 8' 57,559" N	1° 10' 57,610" E
25	53° 8' 57,564" N	1° 10' 57,607" E
26	53° 8' 58,833" N	1° 10' 56,779" E
27	53° 8' 58,859" N	1° 10' 56,762" E
28	53° 9' 10,110" N	1° 10' 9,689" E
29	53° 9' 21,357" N	1° 9' 22,609" E
30	53° 9' 32,598" N	1° 8' 35,522" E
31	53° 9' 43,834" N	1° 7' 48,428" E
32	53° 9' 55,065" N	1° 7' 1,328" E
33	53° 10' 6,290" N	1° 6' 14,221" E
34	53° 10' 17,511" N	1° 5' 27,107" E
35	53° 10' 28,726" N	1° 4' 39,986" E
36	53° 10' 46,425" N	1° 3' 19,628" E
37	53° 11' 4,109" N	1° 1' 59,252" E
38	53° 11' 31,621" N	1° 2' 25,520" E
39	53° 11' 59,131" N	1° 2' 51,798" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
40	53° 12' 26,640" N	1° 3' 18,084" E
41	53° 12' 54,148" N	1° 3' 44,380" E
42	53° 13' 21,654" N	1° 4' 10,686" E
43	53° 13' 49,158" N	1° 4' 37,000" E
44	53° 14' 16,661" N	1° 5' 3,324" E
45	53° 14' 44,162" N	1° 5' 29,657" E
46	53° 14' 10,501" N	1° 6' 22,744" E
47	53° 13' 36,833" N	1° 7' 15,807" E
48	53° 13' 3,158" N	1° 8' 8,847" E
49	53° 12' 29,477" N	1° 9' 1,864" E
50	53° 11' 55,788" N	1° 9' 54,857" E
51	53° 11' 22,093" N	1° 10' 47,828" E
52	53° 10' 48,391" N	1° 11' 40,775" E
53	53° 10' 14,683" N	1° 12' 33,700" E
54	53° 7' 19,882" N	1° 17' 7,608" E
55	53° 6' 8,155" N	1° 16' 19,883" E

6. This marine licence remains in force until the authorised project has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this marine licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 5 (benefit of order) of the Order.

8.—(1) With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this marine licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement and approval of an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

9. Should the undertaker become aware that any of the information on which the granting of this marine licence was based was materially false or misleading, the undertaker must notify the MMO of this fact in writing as soon as is reasonably practicable. The undertaker must explain in writing what information was materially false or misleading and must provide to the MMO the correct information.

## PART 2

### Conditions

#### Design parameters

##### *Wind turbine generators*

- 1.—(1) Wind turbine generators forming part of the authorised project must not—
  - (a) exceed a height of 330 metres when measured from HAT to the tip of the vertical blade;
  - (b) exceed a rotor diameter of 300 metres;
  - (c) be less than 1.05 kilometres from the nearest wind turbine generator in any direction; or
  - (d) have a distance of less than 30 metres between the lowest point of the rotating blade of the wind turbine generator and HAT;
  - (e) exceed 23 wind turbine generators in respect of the Sheringham Shoal Extension Project offshore works; or
  - (f) exceed 30 wind turbine generators in respect of the Dudgeon Extension Project offshore works.
- (2) The total rotor-swept area within Work No. 1A must not exceed 1.00 square kilometres.
- (3) References to the location of a wind turbine generator are references to the centre point at the base of the wind turbine generator.

##### *Wind turbine generator foundations*

- 2.—(1) Wind turbine generator foundations must be of one or more of the following foundation options: piled monopile, suction bucket monopile, piled jacket, suction bucket jacket or gravity base structure.
  - (2) No wind turbine generator piled monopile or suction bucket monopile foundation may—
    - (a) have a pile diameter exceeding 16 metres; or
    - (b) employ a hammer energy during installation exceeding 5,500 kilojoules.
  - (3) No wind turbine generator gravity base structure foundation may—
    - (a) have a seabed base plate exceeding 60 metres in diameter; or
    - (b) have a gravel footing exceeding 62 metres in diameter.
  - (4) No wind turbine generator piled jacket or suction bucket jacket foundation may—
    - (a) have more than four legs;
    - (b) have more than four piles;
    - (c) have a pile diameter exceeding four metres; or
    - (d) employ a hammer energy during installation exceeding 3,000 kilojoules.
  - (5) Within Work No. 1A, the wind turbine generator foundations must not have—
    - (a) a total combined seabed footprint (including scour protection) exceeding 483,491 square metres;
    - (b) a total combined amount of scour protection exceeding 429,770 square metres; or
    - (c) a total combined volume of scour protection exceeding 1,074,425 cubic metres.

##### *Cables and cable crossings*

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- 3.—(1) Within Work No. 2A, the in-field cables must not, in total—
- (a) exceed 36 in number;
  - (b) exceed 90 kilometres in length;
  - (c) exceed 0 cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 4,000 square metres in area; or
  - (e) have cable protection (including cable crossings) exceeding 1,000 cubic metres in volume.

### **Scenarios and Phases of authorised project**

4.—(1) The authorised project must not be commenced until a notification has been submitted to the MMO as to whether the undertaker intends to commence scenario 1, scenario 2, scenario 3 or scenario 4.

(2) The notification required under sub-paragraph (1) must be submitted to the MMO prior to submission of the written scheme to be submitted for approval under sub-paragraph (3).

(3) The authorised project must not be commenced until a written scheme setting out (with regards to the relevant scenario notified under sub-paragraph (1)) the phases of construction of the authorised project has been submitted to and approved in writing by the MMO.

(4) Any subsequent amendments to the written scheme submitted for approval under sub-paragraphs (3) must be submitted to, and approved by, the MMO.

(5) The written scheme submitted for approval under sub-paragraphs (3) must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved in accordance with sub-paragraph (4).

### **Vessels under the undertaker's control**

5. The undertaker must issue to operators of vessels under the undertakers control operating within the Order limits a code of conduct to reduce risk of injury to marine mammals.

### **Extension of time periods**

6. Any time period given in this marine licence to either the undertaker or the MMO may be extended with the agreement of the other party, such agreement not to be unreasonably withheld or delayed.

### **Notifications and inspections**

7.—(1) The undertaker must ensure that—

- (a) a copy of this marine licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
  - (i) all agents and contractors notified to the MMO in accordance with condition 17;
  - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 17;
- (b) within 28 days of receipt of a copy of this marine licence and any subsequent amendments or revisions to it, those persons referred to in sub-paragraph (1)(a) must confirm receipt of this marine licence in writing to the MMO.

(2) Only those persons and vessels notified to the MMO in accordance with condition 17 are permitted to carry out the licensed activities.

(3) Copies of this marine licence must also be available for inspection at the following locations—



- (a) the undertaker's registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b).
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during the construction and operation of the authorised project.
- (6) The undertaker must inform the MMO Local Office in writing at least five days prior to the commencement of the licensed activities or any part of them and within five days of the completion of the licensed activity.
- (7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details of the vessel routes, timings and locations relating to the construction of the authorised project or relevant part—
- (a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;
  - (b) on completion of construction of all offshore activities, and confirmation of notification must be provided to the MMO within five days.
- (8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised project or any part thereof advising of the start date of each of Work Nos. 1A and 2A and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.
- (9) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations (or otherwise agreed) and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under condition 13(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.
- (10) The undertaker must notify UKHO of—
- (a) commencement of the licensed activities at least ten working days prior to commencement; and
  - (b) completion (within 14 days) of the authorised project or any part thereof in order that all necessary amendments to nautical charts are made. Copies of all notices must be provided to the MMO and MCA within five days.
- (11) In case of damage to, or destruction or decay of, the authorised project or any part thereof, excluding the exposure of cables, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and UKHO.
- (12) In case of the exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners and inform the Kingfisher Information Service of Seafish of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

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### **Aids to navigation**

**8.—(1)** The undertaker must during the whole of the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation, as Trinity House may from time to time direct.

(2) The undertaker must during the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project keep Trinity House and the MMO informed of progress of the authorised project including—

- (a) notice of commencement of construction of the authorised project within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 13(1)(g) using the reporting system provided by Trinity House.

(4) The undertaker must during the period from commencement of the licensed activities to completion of decommissioning of the authorised project notify Trinity House and the MMO of any failure of the aids to navigation, and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 7(11) or condition 7(12) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

### **Colouring of Structures**

**9.** Except as otherwise required by Trinity House, the undertaker must paint all structures forming part of the authorised project yellow (colour code RAL 1023) from at least HAT to a height as directed by Trinity House. Unless the MMO otherwise directs, the undertaker must paint the remainder of the structures grey (colour code RAL 7035).

### **Aviation safety**

**10.—(1)** The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by the Air Navigation Order 2016(**53**) and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, at least 14 days prior to the commencement of the authorised project, in writing of the following information—

- (a) the date of the commencement of construction of the authorised project;
- (b) the date any wind turbine generators are to be installed;
- (c) the maximum height of any construction equipment or vessels to be used;
- (d) the maximum height of each wind turbine generator to be constructed;
- (e) the latitude and longitude of each wind turbine generator to be constructed;

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph and of the completion of

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(53) [S.I. 2016/765](#).

the construction of the authorised project. Copies of notifications must be provided to the MMO within 5 days.

### **Chemicals, drilling and debris**

**11.**—(1) Unless otherwise agreed in writing by the MMO, the carriage and use of chemicals in the construction of the authorised project must comply with the International Convention for the Prevention of Pollution from Ships 1973 as modified by the Protocol of 1978 relating thereto and by the Protocol of 1997.

(2) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110 percent of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this marine licence by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

(6) The undertaker must ensure that any rock material used in the construction of the authorised project is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised project is misplaced or lost below MHWS, the undertaker must report the loss in writing to the local enforcement office within 24 hours and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas must be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 13(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

### **Force majeure**

**12.** If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

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### **Pre-construction plans and documentation**

**13.—(1)** The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA and UKHO as appropriate—

- (a) a plan prepared in accordance with the layout commitments setting out proposed details of the authorised project, including the—
  - (i) number, dimensions, specification, foundation type(s) and depth for each wind turbine generator, offshore platform and substation;
  - (ii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, platform and substation;
  - (iii) proposed layout of all cables;
  - (iv) location and specification of all other aspects of the authorised project; and
  - (v) any exclusion zones or micro-siting requirements identified pursuant to 13(1)(e) (v) or relating to any benthic habitats of conservation, ecological or economic importance constituting Annex I reef habitats identified as part of surveys undertaken in accordance with condition 18

to ensure conformity with the description of Work No. 1A and 2A and compliance with conditions 1 to 3;

- (b) a construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) which, save in respect information submitted pursuant to sub- paragraph (b)(iii)(aa), is to be submitted to the MMO at least six months prior to commencement of licensed activities and to include details of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with conditions 18, 19 and 20 to be submitted to the MMO in accordance with the following (unless otherwise agreed in writing with the MMO)—
    - (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
    - (bb) at least four months prior to construction, detail on construction monitoring; and
    - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
  - (iv) an indicative written construction programme for all wind turbine generators and cables including fibre optic cables comprised in the works at Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- (c) a construction method statement in accordance with the construction methods assessed in the environmental statement, including details of—
  - (i) cable specification, installation and monitoring to include—
    - (aa) the technical specification of cables below MHWS;
    - (bb) a detailed cable laying plan for the authorised project, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the

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- event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
- (cc) proposals for monitoring cables including cable protection until the authorised project is decommissioned which includes a risk-based approach to the management of unburied or shallow buried cables;
  - (ii) scour protection and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;
  - (iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to subparagraph (1)(a)(i);
  - (iv) advisory safe passing distances for vessels around construction sites;
  - (v) contractors;
  - (vi) vessels and vessel transit corridors;
  - (vii) associated ancillary works; and
  - (viii) guard vessels to be employed;
- (d) a project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised project in relation to all activities carried out;
  - (ii) a chemical risk assessment, including information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer;
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities; and
  - (vi) procedures, which must be adopted within vessel transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red throated diver;
  - (vii) a code of conduct for vessel operators to reduce risk of injury to mammals;
- (e) an archaeological written scheme of investigation in relation to the offshore Order limits seaward of MHWS, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—
- (i) details of responsibilities of the undertaker, archaeological consultant and contractor;

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- (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS ('Online Access to the Index of archaeological investigations') form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO and Historic England that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities;
- (f) an offshore operations and maintenance plan (in accordance with the outline offshore operations and maintenance plan), to be submitted to the MMO at least six months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase;
  - (g) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House specifying how the undertaker will ensure compliance with condition 8 from the commencement of construction of the authorised project to the completion of decommissioning;
  - (h) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol (in accordance with the draft marine mammal mitigation protocol), the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies, to be submitted to the MMO at least six months prior to commencement of licensed activities;
  - (i) a mitigation scheme for any benthic habitats of conservation, ecological and/or economic importance constituting Annex I reef habitats identified by the survey referred to in condition 18(4)(a) and in accordance with the offshore in principle monitoring plan;
  - (j) an ornithological monitoring plan setting out the circumstances in which ornithological monitoring will be required and the monitoring to be carried out in such circumstances to be submitted to the MMO at least six months prior to commencement of licensed activities; and
  - (k) a navigation management plan to manage crew transfer vessels (including daughter craft) during the construction and operation of the authorised project.
- (2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific outline written scheme of investigation (which must accord with the details set out in the outline written scheme of investigation (offshore)) which has been submitted to and approved by the MMO.

### **Site Integrity Plan**

14.—(1) No piling activities can take place until a Site Integrity Plan (“SIP”), which accords with the principles set out in the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (“SNS SAC”) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted in writing to the MMO no later than six months prior to the commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the preconstruction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the Project, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

### **Approval of programmes, statements etc**

15.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 13 must be submitted in writing for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The MMO must determine an application for approval made under conditions 13 and 14 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under conditions 13 and 14, unless otherwise agreed in writing by the MMO.

### **Offshore safety management**

16. No part of the authorised project may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised project contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it) and its annexes.

### **Reporting of engaged agents, contractors and vessels**

17.—(1) The undertaker must provide the following information in writing to the MMO—

- (a) the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised project a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

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(2) The undertaker must notify the MMO in writing of any vessel being used to carry on any licensed activity listed in this marine licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity. Notification must include the master's name, vessel type, vessel IMO number and vessel owner or operating company

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

### **Pre-construction monitoring and surveys**

**18.**—(1) The undertaker must, in discharging condition 22(1)(b), submit a monitoring plan or plans in accordance with the offshore in principle monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

(2) The survey proposals submitted under sub-paragraph (1) must be in general accordance with the principles set out in the offshore in principle monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The baseline report proposals submitted under sub-paragraph (1) must ensure that the outcome of the agreed surveys, together with existing data and reports, are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(4) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) an appropriate survey to determine the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats in the parts of the Order limits in which it is proposed to carry out construction works;
- (b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works;
- (c) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 13(1)(j); and
- (d) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 13(1)(h).

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

### **Construction monitoring and surveys**

**19.**—(1) The undertaker must, in discharging condition 13(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring and surveys, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives.



(2) In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(3) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) The results of the initial noise measurements monitored in accordance with sub-paragraph (2) must be provided to the MMO within six weeks of the installation of the first four piled foundations. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the reasonable opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(5) The undertaker must carry out the surveys specified in the construction monitoring plan in accordance with that plan, including any further noise monitoring required in writing by the MMO under sub-paragraph (4), unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) Construction monitoring must include vessel traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring at the end of each year of the construction period to the MMO, MCA and Trinity House.

(7) In the event that piled foundations are proposed to be used, the details submitted in accordance with the marine mammal mitigation protocol must include proposals for monitoring marine mammals.

### **Post-construction monitoring and surveys**

**20.**—(1) The undertaker must, in discharging condition 13(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with relevant statutory nature conservation bodies of proposed post-construction monitoring and surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

(2) The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed in writing with the MMO, have due regard to, but not be limited to, the need to—

- (a) undertake an appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) undertake, within 12 months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;
- (c) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 13(1)(j);

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- (d) undertake post-construction traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring to the MMO, MCA and Trinity House; and
  - (e) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 13(1)(h).
- (4) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.
- (5) Following installation of cables, the cable monitoring plan required under condition 13(1)(c) must be updated with the results of the post installation surveys. The plan must be implemented until the authorised scheme is decommissioned and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.
- (6) In the event that the reports provided to the MMO under sub-paragraph (4) identify a need for additional monitoring, the requirement for any additional monitoring will be agreed with the MMO in writing and implemented as agreed.
- (7) In the event that the reports provided to the MMO under sub-paragraph (4) identify impacts which are unanticipated and or beyond those predicted within the Environmental Statement and the Habitats Regulations Assessment an adaptive management plan to reduce effects to within what was predicted within the Environmental Statement and the Habitats Regulations Assessment, unless otherwise agreed by the MMO in writing, must be submitted alongside the monitoring reports submitted under sub-paragraph (4). This plan must be agreed by the MMO in consultation with the relevant statutory nature conservation bodies to reduce effects to an agreed suitable level for this project. Any such agreed and approved adaptive management or mitigation should be implemented and monitored in full to a timetable first agreed in writing with the MMO. In the event that this adaptive management or mitigation requires a separate consent, the undertaker shall apply for such consent. Where a separate consent is required to undertake the agreed adaptive management or mitigation, the undertaker shall only be required to undertake the adaptive management or mitigation once the consent is granted.

### **Reporting of scour and cable protection**

**21.**—(1) Not more than four months following completion of the construction of the authorised project, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised project.

- (2) The report must include the following information—
  - (a) the location of cable protection and scour protection;
  - (b) the volume of cable protection and scour protection; and
  - (c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

### **Completion of construction**

**22.**—(1) The undertaker must submit a close out report to the MMO, the MCA, Trinity House, UKHO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

- (a) the final number of installed turbine generators;

- (b) the installed wind turbine generator parameters;
  - (c) as built plans;
  - (d) latitude and longitude coordinates of the centre point of the location for each wind turbine generator and offshore platform, substation and booster station, provided as Geographical Information System data referenced to WGS84 datum; and
  - (e) latitude and longitude coordinates of the in-field cables, provided as Geographical Information System data referenced to WGS84 datum.
- (2) Following completion of construction, no further construction activities can be undertaken under this marine licence.

### **Sediment Sampling**

**23.**—(1) The undertaker must submit a sample plan request in writing to the MMO for written approval of a sample plan.

- (2) The sample plan request must be made—
  - (a) for capital dredging, at least six months prior to the commencement of any capital dredging; or
  - (b) for maintenance dredging, at least six months prior to the end of every third year from the date of the previous sediment sample analysis.
- (3) The sample plan request must include details of—
  - (a) the volume of material to be dredged;
  - (b) the location of the area to be dredged;
  - (c) details of the material type proposed for dredging;
  - (d) the type and dredging methodology (including whether it is a capital or maintenance dredge, depth of material to be dredged and proposed programme for the dredging activities); and
  - (e) the location and depth of any supporting samples.

(4) Unless otherwise agreed by the MMO, the undertaker must undertake the sampling in accordance with the approved sample plan.

### **Collaboration**

**24.**—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 13 and 14, the undertaker must provide a copy of the relevant plans and documentation to DEL to enable DEL to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 13 and 14 must be accompanied by any comments received by the undertaker from DEL in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

### **Obstacle free zone for navigational safety**

**25.** No infrastructure of any type included within the offshore works, including wind turbine generators and offshore substation platforms, shall be installed within the area defined by the coordinates as specified below and no part of any wind turbine generator, including its blades, may overfly into the area.

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<i>Point ID of the area</i>	<i>Latitude (D°M.MM)</i>	<i>Longitude (D°M.MM)</i>
A (NW corner)	53° 21.1541' N	1° 10.1853' E
B (SW corner)	53° 19.0449' N	1° 12.3327' E
C (NE corner)	53° 21.1558' N	1° 11.8346' E
D (SE corner)	53° 19.5696' N	1° 13.6102' E

## SCHEDULE 11

Article 30

Marine Licence 2: Dudgeon Extension Project Offshore  
Generation – Work No 1B, 2B and Work No 6B or 6C

## PART 1

## Licensed marine activities

**Interpretation**

1.—(1) In this marine licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

“Annex 1 reef” means a reef of a type listed in Annex 1 to Council Directive [92/43/EEC](#) on the conservation of natural habitats and of wild fauna and flora;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this marine licence;

“authorised project” means Work No. 1B, 2B and Work No. 6B or 6C and the further associated development described in paragraph 3 of Part 1 of this marine licence or any part of that work or development;

“buoy” means any floating device used for navigational purposes or measurement purposes including LiDAR buoys, wave buoys and guard buoys;

“cable” includes cables for the transmission of electricity and fibre-optic cables;

“cable crossing” means the crossing of existing subsea cables and pipelines by the array, inter-array or export cables authorised by the Order and forming part of the authorised project together with physical protection measures including cable protection;

“cable protection” means measures to protect cables forming part of the authorised project from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for pre-construction monitoring surveys approved under this marine licence, and “commenced” and “commencement” must be construed accordingly;

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“commercial operation” means in relation to any part of the authorised project, the exporting, transmission or conversion, on a commercial basis, of electricity;

“Cromer Shoal Chalk Beds MCZ” means the Marine Conservation Zone designated by the Secretary of State under the Cromer Shoal Chalk Beds Marine Conservation Zone Designation Order 2016;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY and any successor body to its functions;

“DEL” means Dudgeon Extension Limited, company number 12148301, whose registered office is at 1 Kingdom Street, London W2 6BD;

“DEP North” means the array extension area located to the north of DOW;

“DEP South” means the array extension area located to the south of DOW;

“DOW” means the Dudgeon Offshore Wind Farm;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“Dudgeon Extension Project” means the Dudgeon Extension Project offshore works and the Dudgeon Extension Project onshore works;

“Dudgeon Extension Project offshore works” means—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1B to 7B and any other authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1B, 2B, the integrated offshore works and any other authorised development associated with those works;

“Dudgeon Extension Project onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8B to 14B, the scenario 3 integrated onshore works, Work Nos. 18B to 22B, and any other authorised development associated with those works;
- (c) in the event of scenario 4, Work Nos. 10B, 11B, 13B, 14B, the scenario 4 integrated onshore works, Work Nos. 18B to 22B, and any other authorised development associated with those works;

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 38 (certification of documents and plans, etc.) of the Order;

“gravity base structure foundation” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast, skirts or other additional fixings, and associated equipment including scour protection, J-tubes, corrosion protection systems, access platforms and equipment and separate topside connection structures or integrated transition pieces;

“HAT” means highest astronomical tide; “HVAC” means high voltage alternating current;

“in-field cable” means a subsea cable linking two or more offshore structures;

“in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation” means the document certified as the in-principle Site Integrity Plan for the Southern North Sea Special Area of Conservation by the Secretary of State under article 38 (certification of documents and plans, etc.) of the Order;

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“integrated offshore substation platform” means a single offshore substation platform to be constructed and operated for the benefit of both SEL and DEL;

“integrated offshore works” means Work Nos. 3C, 4C, 5C, 6C and 7C;

“interlink cable” means a subsea cable linking two offshore areas;

“intrusive activities” means activities including anchoring of vessels, jacking up of vessels, temporary deposits and temporary wet storage areas;

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as J-tubes, corrosion protection systems and access platforms;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“joint bay” means an excavation located at regular intervals along the cable route consisting of a concrete flat base slab constructed beneath the ground to facilitate the jointing together of the cables;

“LAT” means lowest astronomical tide;

“land plans” means the plans certified as the land plans by the Secretary of State under article 37 of the Order;

“layout commitments” means the layout commitments contained within the navigation risk assessment at appendix 13.1 of the environmental statement;

“licensed activities” means the activities specified in Part 1 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“Marine Management Organisation” means the body created under the 2009 Act which is responsible for the regulation of this marine licence or any successor of that function and “MMO” must be construed accordingly;

“MCA” means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

“MCMS” means the Marine Case Management System web portal provided and operated by the MMO;

“MHWS” or “mean high water springs” means the highest level that spring tides reach on average over a period of time;

“MLWS” or “mean low water springs” means the lowest level that spring tides reach on average over a period of time;

“monopile foundation” means a steel pile driven or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“offshore order limits and grid coordinates plan” means the plans certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

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“offshore substation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad, containing—

- (a) electrical equipment required to switch, transform or convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;
- (b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

“offshore works” means—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A, 1B to 7B and any other authorised development associated with those works;
- (b) in the event of scenario 4, Work Nos. 1A, 1B, 2A, 2B, the integrated offshore works, and any other authorised development associated with those works;

“onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A, 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, 8B to 14B, the scenario 3 integrated onshore works, 18A to 22A, 18B to 22B and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A and 18B to 22B, the scenario 4 integrated onshore works and any other authorised development associated with those works;

“Order” means The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024;

“Order land” means the land shown on the land plans which is within the limits of land to be acquired or used and described in the book of reference;

“Order limits” means the limits shown on the offshore order limits and grid coordinates plans within which the authorised project may be carried out and the grid coordinates for Work Nos. 1B and 2B are set out in paragraph 5 of Part 1 of this marine licence;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline marine traffic monitoring plan” means the document certified as the outline marine traffic monitoring plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

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“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, mattresses with or without frond devices, flow energy dissipation devices and rock and gravel placement;

“SEL” means Scira Extension Limited, company number 12239260, whose registered office is at 1 Kingdom Street, London W2 6BD;

“scenario 1” means each generating station will be constructed in any one of the following ways—

- (a) the construction of the Sheringham Shoal Extension Project only where the Dudgeon Extension Project does not proceed to construction;
- (b) the construction of the Dudgeon Extension Project only where the Sheringham Shoal Extension Project does not proceed to construction;
- (c) sequential construction where the Sheringham Shoal Extension Project is constructed first then the Dudgeon Extension Project is constructed second or vice versa; or
- (d) concurrent construction of the Sheringham Shoal Extension Project and the Dudgeon Extension Project;

“scenario 2” means a sequential construction scenario in which either the Sheringham Shoal Extension Project is constructed first and SEL installs the ducts for the Dudgeon Extension Project or the Dudgeon Extension Project is constructed first and DEL installs the ducts for the Sheringham Shoal Extension Project;

“scenario 3” means—

- (a) sequential or concurrent construction of Work Nos. 1A to 14A, 18A to 22A 1B to 14B, 18B to 22B; and
- (b) construction of the scenario 3 integrated onshore works;

“scenario 3 integrated onshore works” means Work Nos. 15C to 17C;

“scenario 4” means—

- (a) sequential or concurrent construction of Work Nos. 1A, 1B, 2A, 2B, 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A, 18B to 22B; and
- (b) construction of the integrated offshore works and the scenario 4 integrated onshore works;

“scenario 4 integrated onshore works” means 8C, 9C, 12C, 15C, 16C and 17C;

“Sheringham Shoal Extension Project” means the Sheringham Shoal Extension Project onshore works and the Sheringham Shoal Extension Project offshore works;

“Sheringham Shoal Extension Project offshore works” means—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A and any authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1A, 2A, the integrated offshore works and any other authorised development associated with those works;

“Sheringham Shoal Extension Project onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A and any other authorised development associated with those works; or



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- (b) in the event of scenario 3, Work Nos. 8A to 14A, the scenario 3 integrated onshore works, 18A to 22A and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 11A, 13A, 14A, the scenario 4 integrated onshore works, 18A to 22A and any other authorised development associated with any of those works;

“statutory historic body” means Historic England or its successor in function;

“statutory nature conservation body” means an organisation charged by the government with advising on nature conservation matters;

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket or monopile foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“UKHO” means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Dudgeon Extension Limited, company number 12148301, whose registered office is at 1 Kingdom Street, London W2 6BD;

“VHF” means very high frequency;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, a rotor with three blades connected at the hub, a nacelle and ancillary electrical and other equipment which may include J-tubes, transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation and forming part of the authorised project;

“works plans” means the works plans (offshore) and the works plans (onshore);

“works plans (offshore)” means the plans certified as the works plans (offshore) by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order; and

“works plans (onshore)” means the plans certified as the works plans (onshore) by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order.

(2) In this marine licence, a reference to any statute, order, regulation or similar instrument is a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) In this marine licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time (“GMT”);

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

(4) Unless otherwise stated or agreed with the MMO, all submissions, notifications and communications must be sent by the undertaker to the MMO using MCMS. Except where otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this marine licence are—

(a) Historic England

Brooklands

24 Brooklands Avenue

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Cambridge  
CB2 8BU  
Tel: 01223 582749  
Email:[eastofengland@historicengland.org.uk](mailto:eastofengland@historicengland.org.uk)

- (b) Marine Management Organisation  
Marine Licensing Team  
Lancaster House  
Hampshire Court  
Newcastle upon Tyne  
NE4 7YH  
Email:[marine.consents@marinemanagement.org.uk](mailto:marine.consents@marinemanagement.org.uk)  
Tel: 0300 123 1032

- (c) Marine Management Organisation (local office)  
Lowestoft Office  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT  
Email:[lowestoft@marinemanagement.org.uk](mailto:lowestoft@marinemanagement.org.uk)  
Tel: 02080266094

- (d) Marine Management Organisation  
Marine Pollution Response Team  
Tel. (during office hours): 0300 200 2024,  
Tel. (outside office hours): 07770 977 825 or 0845 051 8486  
Email:[dispersants@marinemanagement.org.uk](mailto:dispersants@marinemanagement.org.uk)

- (e) Maritime and Coastguard Agency  
UK Technical Services Navigation  
Spring Place  
105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2554

- (f) Natural England  
Foss House  
Kings Pool  
1-2 Peasholme Green  
York  
YO1 7PX  
Tel: 0300 060 4911

- (g) Trinity House  
Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900
- (h) United Kingdom Hydrographic Office  
Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900

### **Details of licensed marine activities**

2. Subject to the conditions this marine licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and objects specified in paragraph (4) below;
- (b) the construction of works in or over the sea or on or under the sea bed;
- (c) dredging for the purposes of seabed preparation for foundation works or cable works;
- (d) the removal of sediment samples for the purposes of informing environmental monitoring under this marine licence during pre-construction, construction and operation;
- (e) site clearance and preparation works including debris, boulder clearance and the removal of out of service cables and static fishing equipment; and
- (f) the disposal of up to 145,325 cubic metres of inert material of natural origin within the Order limits produced during construction drilling or seabed preparation for foundation works and cable works and boulder clearance works at disposal site references to be provided to the MMO within the Order limits seaward of MHWS.

3. Such activities are authorised in relation to the construction, maintenance and operation of—

*Work No. 1B*— in the event of scenario 1, scenario 2, scenario 3 or scenario 4, an offshore wind turbine generating station with a gross electrical output capacity of more than 100 megawatts comprising up to 30 wind turbine generators located either all in DEP North or split between DEP North and DEP South each fixed to the seabed by piled monopile, suction bucket monopile, piled jacket, suction bucket jacket or gravity base structure foundations;

*Work No. 2B*—

- (a) in the event of scenario 1, scenario 2, scenario 3 or scenario 4, a network of subsea in-field cables between the wind turbine generators in Work No. 1B including cable protection and one or more cable crossings; and
- (b) in the event of scenario 1, scenario 2 or scenario 3, a network of subsea in-field cables between the wind turbine generators in Work No. 1B and Work No. 3B including cable protection and one or more cable crossings.

*Work No. 6B*— in the event of scenario 1, scenario 2 or scenario 3, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1B, 2B, 3B, 4B and 5B; or

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*Work No. 6C*— in the event of scenario 4, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A, 1B, 2A, 2B, 3C, 4C and 5C;

In connection with such Work No. 1B, 2B and 6B or 6C and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement and the provisions of this marine licence including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work No. 1B and 2B and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, and boulder clearance and pre-trenching;
- (d) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project;
- (e) removal of static fishing equipment;
- (f) beacons, fenders and other navigational warning or ship impact protection works;
- (g) disposal of drill arisings in connection with any foundation drilling up to a total of 11,946 cubic metres; and
- (h) temporary deposit and removal of monitoring equipment.

4. The substances and objects authorised for deposit at sea are—

- (a) iron, steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete and grout;
- (d) sand and gravel;
- (e) plastic and synthetic;
- (f) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works and cable sandwave preparation works; and
- (g) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised project comprising Work No. 1B and 2B are specified below—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
<b>DEP North</b>		
1	53° 21' 9,563" N	1° 15' 42,020" E
2	53° 21' 9,584" N	1° 16' 30,130" E
3	53° 21' 9,602" N	1° 17' 32,335" E
4	53° 20' 46,340" N	1° 18' 7,238" E
5	53° 20' 58,886" N	1° 18' 37,507" E
6	53° 21' 16,936" N	1° 18' 58,324" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
7	53° 21' 24,406" N	1° 19' 46,805" E
8	53° 21' 27,180" N	1° 20' 4,816" E
9	53° 21' 37,414" N	1° 21' 11,318" E
10	53° 21' 47,638" N	1° 22' 17,828" E
11	53° 21' 57,851" N	1° 23' 24,348" E
12	53° 21' 25,995" N	1° 23' 42,880" E
13	53° 20' 54,139" N	1° 24' 1,404" E
14	53° 20' 5,326" N	1° 24' 0,033" E
15	53° 19' 36,128" N	1° 24' 8,276" E
16	53° 19' 9,827" N	1° 24' 23,580" E
17	53° 18' 34,113" N	1° 25' 3,960" E
18	53° 18' 17,503" N	1° 25' 24,511" E
19	53° 18' 0,222" N	1° 25' 39,259" E
20	53° 17' 15,148" N	1° 26' 5,612" E
21	53° 17' 35,036" N	1° 25' 24,340" E
22	53° 17' 54,920" N	1° 24' 43,056" E
23	53° 18' 14,801" N	1° 24' 1,762" E
24	53° 18' 34,677" N	1° 23' 20,458" E
25	53° 18' 35,113" N	1° 22' 55,059" E
26	53° 18' 9,353" N	1° 22' 14,077" E
27	53° 18' 55,523" N	1° 20' 33,698" E
28	53° 18' 18,216" N	1° 19' 28,603" E
29	53° 18' 23,044" N	1° 19' 18,170" E
30	53° 16' 40,497" N	1° 19' 9,998" E
31	53° 17' 29,099" N	1° 18' 30,623" E
32	53° 18' 17,849" N	1° 17' 51,100" E
33	53° 18' 52,654" N	1° 17' 33,836" E
34	53° 19' 27,459" N	1° 17' 16,563" E
35	53° 19' 41,748" N	1° 17' 0,577" E
36	53° 20' 6,981" N	1° 16' 32,339" E
37	53° 20' 32,550" N	1° 15' 58,780" E
38	53° 20' 0,390" N	1° 14' 40,388" E
39	53° 19' 31,548" N	1° 13' 30,141" E
40	53° 19' 2,699" N	1° 12' 19,932" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
41	53° 19' 34,347" N	1° 11' 47,739" E
42	53° 20' 5,992" N	1° 11' 15,533" E
43	53° 20' 37,635" N	1° 10' 43,313" E
44	53° 21' 9,275" N	1° 10' 11,081" E
45	53° 21' 9,340" N	1° 11' 6,237" E
46	53° 21' 9,399" N	1° 12' 1,393" E
47	53° 21' 9,451" N	1° 12' 56,550" E
48	53° 21' 9,495" N	1° 13' 51,706" E
49	53° 21' 9,533" N	1° 14' 46,863" E
<b>DEP South</b>		
50	53° 12' 13,889" N	1° 25' 43,653" E
51	53° 12' 35,764" N	1° 25' 45,404" E
52	53° 14' 5,405" N	1° 25' 52,576" E
53	53° 13' 44,764" N	1° 27' 26,148" E
54	53° 13' 21,538" N	1° 28' 1,214" E
55	53° 12' 58,309" N	1° 28' 36,270" E
56	53° 12' 35,077" N	1° 29' 11,315" E
57	53° 12' 11,842" N	1° 29' 46,349" E
58	53° 11' 48,603" N	1° 30' 21,373" E
59	53° 11' 25,362" N	1° 30' 56,387" E
60	53° 11' 2,118" N	1° 31' 31,390" E
61	53° 10' 38,872" N	1° 32' 6,382" E
62	53° 10' 16,470" N	1° 31' 10,439" E
63	53° 9' 54,062" N	1° 30' 14,512" E
64	53° 9' 31,646" N	1° 29' 18,602" E
65	53° 9' 9,223" N	1° 28' 22,708" E
66	53° 9' 18,541" N	1° 27' 23,002" E
67	53° 9' 42,205" N	1° 26' 28,216" E
68	53° 10' 5,861" N	1° 25' 33,413" E
69	53° 12' 11,085" N	1° 25' 43,428" E

6. This marine licence remains in force until the authorised project has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this marine licence except that the provisions of section 72(7) and (8) relating to the transfer of the marine licence apply only to a transfer not falling within article 5 (benefit of order) of the Order.

8.—(1) With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this marine licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement and approval of an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

9. Should the undertaker become aware that any of the information on which the granting of this marine licence was based was materially false or misleading, the undertaker must notify the MMO of this fact in writing as soon as is reasonably practicable. The undertaker must explain in writing what information was materially false or misleading and must provide to the MMO the correct information.

## PART 2

### Conditions

#### Design parameters

##### *Wind turbine generators*

- 1.—(1) Wind turbine generators forming part of the authorised project must not—
  - (a) exceed a height of 330 metres when measured from HAT to the tip of the vertical blade;
  - (b) exceed a rotor diameter of 300 metres;
  - (c) be less than 1.05 kilometres from the nearest wind turbine generator in any direction;
  - (d) have a distance of less than 30 metres between the lowest point of the rotating blade of the wind turbine generator and HAT;
  - (e) exceed 23 wind turbine generators in respect of the Sheringham Shoal Extension Project offshore works; or
  - (f) exceed 30 wind turbine generators in respect of the Dudgeon Extension Project offshore works.
- (2) The total rotor-swept area within Work No. 1B must not exceed 1.30 square kilometres.
- (3) References to the location of a wind turbine generator are references to the centre point at the base of the wind turbine generator.

##### *Wind turbine generator foundations*

- 2.—(1) Wind turbine generator foundations must be of one or more of the following foundation options: piled monopile, suction bucket monopile, piled jacket, suction bucket jacket or gravity base structure.
- (2) No wind turbine generator piled monopile or suction bucket monopile foundation may—

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- (a) have a pile diameter exceeding 16 metres; or
  - (b) employ a hammer energy during installation exceeding 5,500 kilojoules.
- (3) No wind turbine generator gravity base structure foundation may—
- (a) have a seabed base plate exceeding 60 metres in diameter; or
  - (b) have a gravel footing exceeding 62 metres in diameter.
- (4) No wind turbine generator piled jacket or suction bucket jacket foundation may—
- (a) have more than four legs;
  - (b) have more than four piles;
  - (c) have a pile diameter exceeding four metres; or
  - (d) employ a hammer energy during installation exceeding 3,000 kilojoules.
- (5) Within Work No. 1B, the wind turbine generator foundations must not have—
- (a) a total combined seabed footprint (including scour protection) exceeding 610,726 square metres;
  - (b) a total combined amount of scour protection exceeding 542,867 square metres; or
  - (c) a total combined volume of scour protection exceeding 1,357,168 cubic metres.

#### *Cables and cable crossings*

- 3.—(1) Within Work No. 2B, the in-field cables must not, in total—
- (a) exceed 54 in number;
  - (b) exceed 135 kilometres in length;
  - (c) exceed seven cable crossings;
  - (d) have cable protection (including cable crossings) exceeding 4,000 square metres in area; or
  - (e) have cable protection (including cable crossings) exceeding 1,000 cubic metres in volume.

#### **Scenarios and Phases of authorised project**

4.—(1) The authorised project must not be commenced until a notification has been submitted to the MMO as to whether the undertaker intends to commence scenario 1, scenario 2, scenario 3 or scenario 4.

(2) The notification required under sub-paragraph (1) must be submitted to the MMO prior to submission of the written scheme to be submitted for approval under sub-paragraph (3).

(3) The authorised project must not be commenced until a written scheme setting out (with regards to the relevant scenario notified under sub-paragraph (1)) the phases of construction of the authorised project has been submitted to and approved in writing by the MMO.

(4) Any subsequent amendments to the written scheme submitted for approval under sub-paragraphs (3) must be submitted to, and approved by, the MMO.

(5) The written scheme submitted for approval under sub-paragraphs (3) must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved in accordance with sub-paragraph (4).

#### **Vessels under the undertaker's control**

5. The undertaker must issue to operators of vessels under the undertaker's control operating within the Order limits a code of conduct to reduce risk of injury to marine mammals.



### **Extension of time periods**

6. Any time period given in this marine licence to either the undertaker or the MMO may be extended with the agreement of the other party, such agreement not to be unreasonably withheld or delayed.

### **Notifications and inspections**

- 7.—(1) The undertaker must ensure that—
- (a) a copy of this marine licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
    - (i) all agents and contractors notified to the MMO in accordance with condition 17;
    - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 17;
  - (b) within 28 days of receipt of a copy of this marine licence and any subsequent amendments or revisions to it, those persons referred to in sub-paragraph (1)(a) must confirm receipt of this marine licence in writing to the MMO.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 17 are permitted to carry out the licensed activities.
- (3) Copies of this marine licence must also be available for inspection at the following locations—
- (a) the undertaker’s registered address;
  - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
  - (c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.
- (4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b).
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during the construction and operation of the authorised project.
- (6) The undertaker must inform the MMO local Office in writing at least five days prior to the commencement of the licensed activities or any part of them and within five days of the completion of the licensed activity.
- (7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details of the vessel routes, timings and locations relating to the construction of the authorised project or relevant part—
- (a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;
  - (b) on completion of construction of all offshore activities,
- and confirmation of notification must be provided to the MMO within five days.
- (8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised project or any part thereof advising of the start date of each of Work Nos. 1B and 2B and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

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(9) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations (or otherwise agreed) and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under condition 13(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify UKHO of—

- (a) commencement of the licensed activities at least ten working days prior to commencement; and
- (b) completion (within 14 days) of the authorised project or any part thereof, in order that all necessary amendments to nautical charts are made. Copies of all notices must be provided to the MMO and MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised project or any part thereof, excluding the exposure of cables, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and UKHO.

(12) In case of the exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners and inform the Kingfisher Information Service of Seafish of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

### **Aids to navigation**

**8.—**(1) The undertaker must during the whole of the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation, as Trinity House may from time to time direct.

(2) The undertaker must during the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project keep Trinity House and the MMO informed of progress of the authorised project including—

- (a) notice of commencement of construction of the authorised project within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 13(1)(g) using the reporting system provided by Trinity House.

(4) The undertaker must during the period from commencement of the licensed activities to completion of decommissioning of the authorised project notify Trinity House and the MMO of any failure of the aids to navigation, and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 7(11) or condition 7(12) are invoked the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

### **Colouring of Structures**

**9.** Except as otherwise required by Trinity House the undertaker must paint all structures forming part of the authorised project yellow (colour code RAL 1023) from at least HAT to a height

as directed by Trinity House. Unless the MMO otherwise directs, the undertaker must paint the remainder of the structures grey (colour code RAL 7035).

### **Aviation safety**

**10.**—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by the Air Navigation Order 2016 and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, at least 14 days prior to the commencement of the authorised project, in writing of the following information—

- (a) the date of the commencement of construction of the authorised project;
- (b) the date any wind turbine generators are to be installed;
- (c) the maximum height of any construction equipment or vessels to be used;
- (d) the maximum height of each wind turbine generator to be constructed;
- (e) the latitude and longitude of each wind turbine generator to be constructed;

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised project. Copies of notifications must be provided to the MMO within 5 days.

### **Chemicals, drilling and debris**

**11.**—(1) Unless otherwise agreed in writing by the MMO, the carriage and use of chemicals in the construction of the authorised project must comply with the International Convention for the Prevention of Pollution from Ships 1973 as modified by the Protocol of 1978 relating thereto and by the Protocol of 1997.

(2) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110 percent of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this marine licence by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

(6) The undertaker must ensure that any rock material used in the construction of the authorised project is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised project is misplaced or lost below MHWS, the undertaker must report the loss in writing to the local enforcement office within 24 hours and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

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(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas must be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 13(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

### **Force majeure**

**12.** If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

### **Pre-construction plans and documentation**

**13.—(1)** The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA and UKHO as appropriate—

- (a) a plan prepared in accordance with the layout commitments setting out proposed details of the authorised project, including the—
  - (i) number, dimensions, specification, foundation type(s) and depth for each wind turbine generator, offshore platform and substation;
  - (ii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, platform and substation;
  - (iii) proposed layout of all cables;
  - (iv) location and specification of all other aspects of the authorised project; and
  - (v) any exclusion zones or micro-siting requirements identified pursuant to 13(1)(e) (v) or relating to any benthic habitats of conservation, ecological or economic importance constituting Annex I reef habitats identified as part of surveys undertaken in accordance with condition 18;to ensure conformity with the description of Work No. 1B and 2B and compliance with conditions 1 to 3;
- (b) a construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) which, save in respect information submitted pursuant to sub-paragraph (b)(iii)(aa), is to be submitted to the MMO at least six months prior to commencement of licensed activities and to include details of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in

- accordance with conditions 18, 19 and 20 to be submitted to the MMO in accordance with the following (unless otherwise agreed in writing with the MMO)—
- (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
  - (bb) at least four months prior to construction, detail on construction monitoring; and
  - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
- (iv) an indicative written construction programme for all wind turbine generators and cables including fibre optic cables comprised in the works at Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- (c) a construction method statement in accordance with the construction methods assessed in the environmental statement, including details of—
- (i) cable specification, installation and monitoring to include—
    - (aa) the technical specification of cables below MHWS;
    - (bb) a detailed cable laying plan for the authorised project, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
    - (cc) proposals for monitoring cables including cable protection until the authorised project is decommissioned which includes a risk-based approach to the management of unburied or shallow buried cables;
  - (ii) scour protection and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;
  - (iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to subparagraph (1)(a)(i);
  - (iv) advisory safe passing distances for vessels around construction sites;
  - (v) contractors;
  - (vi) vessels and vessel transit corridors;
  - (vii) associated ancillary works; and
  - (viii) guard vessels to be employed;
- (d) a project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised project in relation to all activities carried out;

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- (ii) a chemical risk assessment, including information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer;
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities; and
  - (vi) procedures, which must be adopted within vessel transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red throated diver;
  - (vii) a code of conduct for vessel operators to reduce risk of injury to mammals;
- (e) an archaeological written scheme of investigation in relation to the offshore Order limits seaward of MHWS, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—
- (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS ('Online Access to the Index of archaeological investigations') form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO and Historic England that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities;
- (f) an offshore operations and maintenance plan (in accordance with the outline offshore operations and maintenance plan), to be submitted to the MMO at least six months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase;
- (g) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House specifying how the undertaker will ensure compliance with condition 8 from the commencement of construction of the authorised project to the completion of decommissioning;

- (h) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol (in accordance with the draft marine mammal mitigation protocol), the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies, to be submitted to the MMO at least six months prior to commencement of licensed activities;
  - (i) a mitigation scheme for any benthic habitats of conservation, ecological and/or economic importance constituting Annex I reef habitats identified by the survey referred to in condition 18(4)(a) and in accordance with the offshore in principle monitoring plan;
  - (j) an ornithological monitoring plan setting out the circumstances in which ornithological monitoring will be required and the monitoring to be carried out in such circumstances to be submitted to the MMO at least six months prior to commencement of licensed activities; and
  - (k) a navigation management plan to manage crew transfer vessels (including daughter craft) during the construction and operation of the authorised project.
- (2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific outline written scheme of investigation (which must accord with the details set out in the outline written scheme of investigation (offshore)) which has been submitted to and approved by the MMO.

#### **Site Integrity Plan**

14.—(1) No piling activities can take place until a Site Integrity Plan (“SIP”), which accords with the principles set out in the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (“SNS SAC”) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted in writing to the MMO no later than six months prior to the commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the preconstruction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the Project, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

#### **Approval of programmes, statements etc**

15.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 13 must be submitted in writing for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The MMO must determine an application for approval made under conditions 13 and 14 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

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(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under conditions 13 and 14, unless otherwise agreed in writing by the MMO.

### **Offshore safety management**

**16.** No part of the authorised project may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised project contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it) and its annexes.

### **Reporting of engaged agents, contractors and vessels**

**17.—**(1) The undertaker must provide the following information in writing to the MMO—

- (a) the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised project a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) The undertaker must notify the MMO in writing of any vessel being used to carry on any licensed activity listed in this marine licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity. Notification must include the master’s name, vessel type, vessel IMO number and vessel owner or operating company.

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

### **Pre-construction monitoring and surveys**

**18.—**(1) The undertaker must, in discharging condition 13(1)(b), submit a monitoring plan or plans in accordance with the offshore in principle monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

(2) The survey proposals submitted under sub-paragraph (1) must be in general accordance with the principles set out in the offshore in principle monitoring plan and must specify each survey’s objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The baseline report proposals submitted under sub-paragraph (1) must ensure that the outcome of the agreed surveys, together with existing data and reports, are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(4) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) an appropriate survey to determine the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex I reef habitats in the parts of the Order limits in which it is proposed to carry out construction works;



- (b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works;
  - (c) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 13(1)(j); and
  - (d) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 13(1)(h).
- (5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

### **Construction monitoring and surveys**

**19.**—(1) The undertaker must, in discharging condition 13(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring and surveys, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives.

(2) In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(3) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) The results of the initial noise measurements monitored in accordance with sub-paragraph (2) must be provided to the MMO within six weeks of the installation of the first four piled foundations. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the reasonable opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(5) The undertaker must carry out the surveys specified in the construction monitoring plan in accordance with that plan, including any further noise monitoring required in writing by the MMO under sub-paragraph (4), unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) Construction monitoring must include vessel traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring at the end of each year of the construction period to the MMO, MCA and Trinity House.

(7) In the event that piled foundations are proposed to be used, the details submitted in accordance with the marine mammal mitigation protocol must include proposals for monitoring marine mammals.

### **Post-construction monitoring and surveys**

**20.**—(1) The undertaker must, in discharging condition 13(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with relevant statutory nature conservation bodies of proposed post-construction monitoring and surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

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(2) The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed in writing with the MMO, have due regard to, but not be limited to, the need to—

- (a) undertake an appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) undertake, within 12 months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;
- (c) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 13(1)(j);
- (d) undertake post-construction traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring to the MMO, MCA and Trinity House; and
- (e) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 13(1)(h).

(4) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(5) Following installation of cables, the cable monitoring plan required under condition 13(1)(c) must be updated with the results of the post installation surveys. The plan must be implemented until the authorised scheme is decommissioned and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

(6) In the event that the reports provided to the MMO under sub-paragraph (4) identify a need for additional monitoring, the requirement for any additional monitoring will be agreed with the MMO in writing and implemented as agreed.

(7) In the event that the reports provided to the MMO under sub-paragraph (4) identify impacts which are unanticipated and or beyond those predicted within the Environmental Statement and Habitats Regulations Assessment an adaptive management plan to reduce effects to within what was predicted with the Environmental Statement and Habitats Regulations Assessment, unless otherwise agreed in writing by the MMO, must be submitted alongside the monitoring reports submitted under sub-paragraph (4). This plan must be agreed with the MMO in consultation with the relevant statutory nature conservation bodies to reduce effects to an agreed suitable level for this project. Any such agreed and approved adaptive management or mitigation should be implemented and monitored in full to a timetable first agreed in writing with the MMO. In the event that this adaptive management or mitigation requires a separate consent, the undertaker shall apply for such consent. Where a separate consent is required to undertake the agreed adaptive management or mitigation, the undertaker shall only be required to undertake the adaptive management or mitigation once the consent is granted.

### **Reporting of scour and cable protection**

**21.**—(1) Not more than four months following completion of the construction of the authorised project, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised project.

- (2) The report must include the following information—
- (a) the location of cable protection and scour protection;
  - (b) the volume of cable protection and scour protection; and
  - (c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

### **Completion of construction**

**22.**—(1) The undertaker must submit a close out report to the MMO, the MCA, Trinity House, UKHO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

- (a) the final number of installed turbine generators;
- (b) the installed wind turbine generator parameters;
- (c) as built plans;
- (d) latitude and longitude coordinates of the centre point of the location for each wind turbine generator and offshore platform, substation and booster station, provided as Geographical Information System data referenced to WGS84 datum; and
- (e) latitude and longitude coordinates of the in-field cables, provided as Geographical Information System data referenced to WGS84 datum.

(2) Following completion of construction, no further construction activities can be undertaken under this marine licence.

### **Sediment Sampling**

**23.**—(1) The undertaker must submit a sample plan request in writing to the MMO for written approval of a sample plan.

- (2) The sample plan request must be made—
- (a) for capital dredging, at least six months prior to the commencement of any capital dredging; or
  - (b) for maintenance dredging, at least six months prior to the end of every third year from the date of the previous sediment sample analysis.
- (3) The sample plan request must include details of—
- (a) the volume of material to be dredged;
  - (b) the location of the area to be dredged;
  - (c) details of the material type proposed for dredging;
  - (d) the type and dredging methodology (including whether it is a capital or maintenance dredge, depth of material to be dredged and proposed programme for the dredging activities); and
  - (e) the location and depth of any supporting samples.

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(4) Unless otherwise agreed by the MMO, the undertaker must undertake the sampling in accordance with the approved sample plan.

### **Collaboration**

**24.**—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 13 and 14, the undertaker must provide a copy of the relevant plans and documentation to SEL to enable SEL to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 13 and 14 must be accompanied by any comments received by the undertaker from SEL in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

### **Obstacle free zone for navigational safety**

**25.** No infrastructure of any type included within the offshore works, including wind turbine generators and offshore substation platforms, shall be installed within the area defined by the coordinates as specified below and no part of any wind turbine generator, including its blades, may overfly into the area.

<i>Point ID of the arear</i>	<i>Latitude (D°M.MM)</i>	<i>Longitude (D°M.MM)</i>
A (NW corner)	53° 21.1541' N	1° 10.1853' E
B (SW corner)	53° 19.0449' N	1° 12.3327' E
C (NE corner)	53° 21.1558' N	1° 11.8346' E
D (SE corner)	53° 19.5696' N	1° 13.6102' E

## SCHEDULE 12

Article 30

Marine Licence 3: Sheringham Shoal Extension Project  
Offshore Transmission – Work Nos 3A to 7A or 3C to 7C

### **PART 1**

#### **Licensed marine activities**

#### **Interpretation**

**1.**—(1) In this marine licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

“Annex 1 reef” means a reef of a type listed in Annex 1 to Council Directive [92/43/EEC](#) on the conservation of natural habitats and of wild fauna and flora;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this marine licence;

“authorised project” means Work Nos. 3A to 7A (in the event of scenario 1, scenario 2 or scenario 3) or 3C to 5C, 6A and 7C (in the event of scenario 4) and the further associated development described in paragraph 3 of Part 1 of this marine licence or any part of those works or development;

“buoy” means any floating device used for navigational purposes or measurement purposes including LiDAR buoys, wave buoys and guard buoys;

“cable” includes cables for the transmission of electricity and fibre-optic cables;

“cable crossing” means the crossing of existing subsea cables and pipelines by the array, inter-array or export cables authorised by the Order and forming part of the authorised project together with physical protection measures including cable protection;

“cable protection” means measures to protect cables forming part of the authorised project from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for pre-construction monitoring surveys approved under this marine licence, and “commenced” and “commencement” must be construed accordingly;

“commercial operation” means in relation to any part of the authorised project, the exporting, transmission or conversion, on a commercial basis, of electricity;

“Cromer Shoal Chalk Beds MCZ” means the Marine Conservation Zone designated by the Secretary of State under the Cromer Shoal Chalk Beds Marine Conservation Zone Designation Order 2016;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY and any successor body to its functions;

“DEL” means Dudgeon Extension Limited, company number 12148301, whose registered office is at 1 Kingdom Street, London W2 6BD;

“DEP North” means the array extension area located to the north of DOW;

“DEP South” means the array extension area located to the south of DOW;

“DOW” means the Dudgeon Offshore Wind Farm;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“Dudgeon Extension Project” means the Dudgeon Extension Project offshore works and the Dudgeon Extension Project onshore works;

“Dudgeon Extension Project offshore works” means—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1B to 7B and any other authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1B, 2B, the integrated offshore works and any other authorised development associated with those works;

“Dudgeon Extension Project onshore works” means—

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- (a) in the event of scenario 1 or scenario 2, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8B to 14B, the scenario 3 integrated onshore works, Work Nos. 18B to 22B, and any other authorised development associated with those works;
- (c) in the event of scenario 4, Work Nos. 10B, 11B, 13B, 14B, the scenario 4 integrated onshore works, Work Nos. 18B to 22B, and any other authorised development associated with those works;

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“gravity base structure foundation” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast, skirts or other additional fixings, and associated equipment including scour protection, J-tubes, corrosion protection systems, access platforms and equipment and separate topside connection structures or integrated transition pieces;

“HAT” means highest astronomical tide;

“HDD” or “horizontal direction drilling” refers to a trenchless technique for installing cables and cable ducts involving drilling in an arc between two points;

“HVAC” means high voltage alternating current;

“in-field cable” means a subsea cable linking two or more offshore structures;

“in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation” means the document certified as the in-principle Site Integrity Plan for the Southern North Sea Special Area of Conservation by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“integrated offshore substation platform” means a single offshore substation platform to be constructed and operated for the benefit of both SEL and DEL;

“integrated offshore works” means Work Nos. 3C, 4C, 5C, 6C and 7C; “interlink cable” means a subsea cable linking two offshore areas;

“intrusive activities” means activities including anchoring of vessels, jacking up of vessels, temporary deposits and temporary wet storage areas;

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as J-tubes, corrosion protection systems and access platforms;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“joint bay” means an excavation located at regular intervals along the cable route consisting of a concrete flat base slab constructed beneath the ground to facilitate the jointing together of the cables;

“LAT” means lowest astronomical tide;

“land plans” means the plans certified as the land plans by the Secretary of State under article 37 of the Order;

“layout commitments” means the layout commitments contained within the navigation risk assessment at appendix 13.1 of the environmental statement;

“licensed activities” means the activities specified in Part 1 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“Marine Management Organisation” means the body created under the 2009 Act which is responsible for the regulation of this marine licence or any successor of that function and “MMO” shall be construed accordingly;

“MCA” means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

“MCMS” means the Marine Case Management System web portal provided and operated by the MMO;

“MHWS” or “mean high water springs” means the highest level that spring tides reach on average over a period of time;

“MLWS” or “mean low water springs” means the lowest level that spring tides reach on average over a period of time;

“monopile foundation” means a steel pile driven or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“offshore order limits and grid coordinates plan” means the plans certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“offshore substation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad, containing—

- (a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;
- (b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

“offshore works” means—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A, 1B to 7B and any other authorised development associated with those works;
- (b) in the event of scenario 4, Work Nos. 1A, 1B, 2A, 2B, the integrated offshore works, and any other authorised development associated with those works;

“onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A, Work Nos. 8B to 22B and any other authorised development associated with those works; or

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- (b) in the event of scenario 3, Work Nos. 8A to 14A, 8B to 14B, the scenario 3 integrated onshore works, 18A to 22A, 18B to 22B and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A and 18B to 22B, the scenario 4 integrated onshore works and any other authorised development associated with those works;

“Order” means The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024;

“Order land” means the land shown on the land plans which is within the limits of land to be acquired or used and described in the book of reference;

“Order limits” means the limits shown on the offshore order limits and grid coordinates plans within which the authorised project may be carried out and the grid coordinates for Work Nos. 3A, 4A, 5A and 7A are set out in paragraph 5 of Part 1 of this marine licence and the grid coordinates for Work Nos. 3C, 4C, 5C and 7C are set out in paragraph 6 of Part 1 of this marine licence;

“outline Cromer Shoal Chalk Beds Marine Conservation Zone cable specification, installation and monitoring plan” means the document certified as the cable specification, installation and monitoring plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline marine traffic monitoring plan” means the document certified as the outline marine traffic monitoring plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, mattresses with or without frond devices, flow energy dissipation devices and rock and gravel placement;

“SEL” means Scira Extension Limited, company number 12239260, whose registered office is at 1 Kingdom Street, London W2 6BD;

“scenario 1” means each generating station will be constructed in any one of the following ways—

- (a) the construction of the Sheringham Shoal Extension Project only where the Dudgeon Extension Project does not proceed to construction;
- (b) the construction of the Dudgeon Extension Project only where the Sheringham Shoal Extension Project does not proceed to construction;



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- (c) sequential construction where the Sheringham Shoal Extension Project is constructed first then the Dudgeon Extension Project is constructed second or vice versa; or
- (d) concurrent construction of the Sheringham Shoal Extension Project and the Dudgeon Extension Project;

“scenario 2” means a sequential construction scenario in which either the Sheringham Shoal Extension Project is constructed first and SEL installs the ducts for the Dudgeon Extension Project or the Dudgeon Extension Project is constructed first and DEL installs the ducts for the Sheringham Shoal Extension Project;

“scenario 3” means—

- (a) sequential or concurrent construction of Work Nos. 1A to 14A, 18A to 22A, 1B to 14B, 18B to 22B; and
- (b) construction of the scenario 3 integrated onshore works; “scenario 3 integrated onshore works” means Work Nos. 15C to 17C;

“scenario 4” means—

- (a) sequential or concurrent construction of Work Nos. 1A, 1B, 2A, 2B, 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A, 18B to 22B; and
- (b) construction of the integrated offshore works and the scenario 4 integrated onshore works;

“scenario 4 integrated onshore works” means Work Nos. 8C, 9C, 12C, 15C, 16C and 17C;

“Sheringham Shoal Extension Project” means the Sheringham Shoal Extension Project onshore works and the Sheringham Shoal Extension Project offshore works;

“Sheringham Shoal Extension Project offshore works” means—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A and any authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1A, 2A, the integrated offshore works and any other authorised development associated with those works;

“Sheringham Shoal Extension Project onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, the scenario 3 integrated onshore works, 18A to 22A and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 11A, 13A, 14A, the scenario 4 integrated onshore works, 18A to 22A and any other authorised development associated with any of those works;

“statutory historic body” means Historic England or its successor in function;

“statutory nature conservation body” means an organisation charged by the government with advising on nature conservation matters;

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket or monopile foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“UKHO” means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Scira Extension Limited, company number 12239260, whose registered office is at 1 Kingdom Street, London W2 6BD;

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“VHF” means very high frequency;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, a rotor with three blades connected at the hub, a nacelle and ancillary electrical and other equipment which may include J-tubes, transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation;

“works plans” means the works plans (offshore) and the works plans (onshore);

“works plans (offshore)” means the plans certified as the works plans (offshore) by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order; and

“works plans (onshore)” means the plans certified as the works plans (onshore) by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order.

(2) In this marine licence, a reference to any statute, order, regulation or similar instrument is a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) In this marine licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time (“GMT”);

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

(4) Unless otherwise stated or agreed with the MMO, all submissions, notifications and communications must be sent by the undertaker to the MMO using MCMS. Except where otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this marine licence are—

(a) Historic England Brooklands

24 Brooklands Avenue Cambridge

CB2 8BU

Tel: 01223 582749

Email:[eastofengland@historicengland.org.uk](mailto:eastofengland@historicengland.org.uk)

(b) Marine Management Organisation

Marine Licensing Team

Lancaster House

Hampshire Court

Newcastle upon Tyne

NE4 7YH

Email:[marine.consents@marinemanagement.org.uk](mailto:marine.consents@marinemanagement.org.uk)

Tel: 0300 123 1032

(c) Marine Management Organisation (local office)

Lowestoft Office

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Email: [lowestoft@marinemanagement.org.uk](mailto:lowestoft@marinemanagement.org.uk)

Tel: 02080266094

(d) Marine Management Organisation

Marine Pollution Response Team

Tel. (during office hours): 0300 200 2024,

Tel. (outside office hours): 07770 977 825 or 0845 051 8486

Email: [dispersants@marinemanagement.org.uk](mailto:dispersants@marinemanagement.org.uk)

(e) Maritime and Coastguard Agency

UK Technical Services Navigation

Spring Place

105 Commercial Road Southampton

SO15 1EG

Tel: 020 3817 2554

(f) Natural England

Foss House

Kings Pool

1-2 Peasholme Green York

YO1 7PX

Tel: 0300 060 4911

(g) Trinity House

Tower Hill

London

EC3N 4DH

Tel: 020 7481 6900

(h) United Kingdom Hydrographic Office

Admiralty Way

Taunton Somerset TA1 2DN

Tel: 01823 337 900

### Details of licensed marine activities

2. Subject to the conditions this marine licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and objects specified in paragraph 4 below;
- (b) the construction of works in or over the sea or on or under the sea bed;
- (c) dredging for the purposes of seabed preparation for foundation works or cable works;
- (d) the removal of sediment samples for the purposes of informing environmental monitoring under this marine licence during pre-construction, construction and operation;
- (e) site clearance and preparation works including debris, boulder clearance and the removal of out of service cables and static fishing equipment; and

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- (f) the disposal of up to 145,325 cubic metres of inert material of natural origin within the Order limits produced during construction drilling or seabed preparation for foundation works and cable works and boulder clearance works at disposal site references to be provided to the MMO within the Order limits seaward of MHWS.

3. Such activities are authorised in relation to the construction, maintenance and operation of—

*Work No. 3A*— in the event of scenario 1, scenario 2 or scenario 3, an offshore substation platform fixed to the seabed by either piled jacket, or suction bucket jacket foundations within the area shown on the works plans; or

*Work No. 3C*— in the event of scenario 4, an integrated offshore substation platform fixed to the seabed by either piled jacket or suction bucket jacket foundations within the area shown on the works plans;

*Work No. 4A*— in the event of scenario 1, scenario 2 or scenario 3, HVAC subsea export cables between Work No. 3A and Work No. 5A along routes within the area shown on the works plans including cable protection and one or more cable crossings; or

*Work No. 4C*— in the event of scenario 4—

- (a) interlink cables between DEP North and Work No. 3C and DEP South and Work No. 3C; and
- (b) HVAC subsea export cables between Work No. 3C and Work No. 5C along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 5A*— in the event of scenario 1, scenario 2 or scenario 3, HVAC subsea export cables between Work No. 4A and Work No. 7A along routes within the area shown on the works plans including cable protection and one or more cable crossings; or

*Work No. 5C*— in the event of scenario 4, HVAC subsea export cables between Work No. 4C and Work No. 7C along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 6A*— in the event of scenario 1, scenario 2 or scenario 3, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A, 2A, 3A, 4A and 5A; or

*Work No. 6C*— in the event of scenario 4, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A, 1B, 2A, 2B, 3C, 4C and 5C;

*Work No. 7A*— in the event of scenario 1, scenario 2 or scenario 3, landfall connection works between Work No. 5A and Work No. 8A comprising of a cable circuit and ducts seaward of MHWS within the area shown on the works plans; or

*Work No. 7C*— in the event of scenario 4, landfall connection works between Work No. 5C and Work No. 8C comprising of up to two cable circuits and ducts seaward of MHWS within the area shown on the works plans;

In connection with such Work Nos. 3A to 7A or Work Nos. 3C to 7C and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement and the provisions of this marine licence including—

- (a) scour protection around the foundations of the offshore structures;

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- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
  - (c) the removal of material from the seabed required for the construction of Work Nos. 3A to 7A or 3C to 7C and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits;
  - (d) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project;
  - (e) removal of static fishing equipment;
  - (f) beacons, fenders and other navigational warning or ship impact protection works;
  - (g) disposal of drill arisings in connection with any foundation drilling up to a total of 425 cubic metres; and
  - (h) temporary deposit and removal of monitoring equipment.
4. The substances and objects authorised for deposit at sea are—
- (a) iron, steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete and grout;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works and cable sandwave preparation works; and
  - (g) marine coatings, other chemicals and timber.
5. The grid coordinates for that part of the authorised project comprising Work Nos. 3A, 4A, 5A and 7A are specified below—

<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	52° 57' 35,361" N	1° 10' 20,295" E
2	52° 56' 54,694" N	1° 9' 27,639" E
3	52° 56' 54,694" N	1° 9' 27,604" E
4	52° 56' 54,690" N	1° 9' 27,438" E
5	52° 56' 54,680" N	1° 9' 27,273" E
6	52° 56' 54,664" N	1° 9' 27,109" E
7	52° 56' 54,643" N	1° 9' 26,945" E
8	52° 56' 54,630" N	1° 9' 26,860" E
9	52° 56' 54,631" N	1° 9' 26,827" E
10	52° 56' 54,664" N	1° 9' 25,966" E
11	52° 56' 54,694" N	1° 9' 25,197" E
12	52° 56' 54,708" N	1° 9' 24,908" E
13	52° 56' 54,755" N	1° 9' 24,108" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
14	52° 56' 54,825" N	1° 9' 22,821" E
15	52° 56' 54,902" N	1° 9' 21,380" E
16	52° 56' 54,954" N	1° 9' 20,542" E
17	52° 56' 54,988" N	1° 9' 19,874" E
18	52° 56' 55,005" N	1° 9' 19,463" E
19	52° 56' 55,021" N	1° 9' 19,228" E
20	52° 56' 55,096" N	1° 9' 18,274" E
21	52° 56' 55,133" N	1° 9' 17,756" E
22	52° 56' 55,159" N	1° 9' 17,538" E
23	52° 56' 55,187" N	1° 9' 17,240" E
24	52° 56' 55,258" N	1° 9' 16,558" E
25	52° 56' 55,336" N	1° 9' 15,883" E
26	52° 56' 55,442" N	1° 9' 14,936" E
27	52° 56' 55,566" N	1° 9' 13,609" E
28	52° 56' 55,689" N	1° 9' 12,143" E
29	52° 56' 55,724" N	1° 9' 11,700" E
30	52° 56' 55,761" N	1° 9' 11,231" E
31	52° 56' 55,789" N	1° 9' 10,675" E
32	52° 56' 55,816" N	1° 9' 10,210" E
33	52° 56' 55,838" N	1° 9' 9,767" E
34	52° 56' 55,855" N	1° 9' 9,204" E
35	52° 56' 55,878" N	1° 9' 8,627" E
36	52° 56' 55,882" N	1° 9' 8,037" E
37	52° 56' 55,885" N	1° 9' 7,479" E
38	52° 56' 55,894" N	1° 9' 6,938" E
39	52° 56' 55,906" N	1° 9' 6,520" E
40	52° 56' 55,940" N	1° 9' 5,589" E
41	52° 56' 55,960" N	1° 9' 4,555" E
42	52° 56' 55,985" N	1° 9' 3,908" E
43	52° 56' 56,007" N	1° 9' 3,035" E
44	52° 56' 56,043" N	1° 9' 2,131" E
45	52° 56' 56,081" N	1° 9' 1,281" E
46	52° 56' 56,125" N	1° 9' 0,426" E
47	52° 56' 56,138" N	1° 9' 0,083" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
48	52° 56' 56,144" N	1° 9' 0,019" E
49	52° 56' 56,142" N	1° 8' 59,955" E
50	52° 56' 56,135" N	1° 8' 59,853" E
51	52° 56' 56,120" N	1° 8' 59,728" E
52	52° 56' 56,115" N	1° 8' 59,685" E
53	52° 56' 56,113" N	1° 8' 59,636" E
54	52° 56' 56,116" N	1° 8' 59,535" E
55	52° 56' 56,126" N	1° 8' 59,396" E
56	52° 56' 56,149" N	1° 8' 59,280" E
57	52° 56' 56,156" N	1° 8' 59,130" E
58	52° 56' 56,160" N	1° 8' 59,023" E
59	52° 56' 56,159" N	1° 8' 58,921" E
60	52° 56' 56,153" N	1° 8' 58,797" E
61	52° 56' 56,149" N	1° 8' 58,711" E
62	52° 56' 56,158" N	1° 8' 58,620" E
63	52° 56' 56,166" N	1° 8' 58,567" E
64	52° 56' 56,177" N	1° 8' 58,514" E
65	52° 56' 56,199" N	1° 8' 58,436" E
66	52° 56' 56,210" N	1° 8' 58,388" E
67	52° 56' 56,221" N	1° 8' 58,336" E
68	52° 56' 56,229" N	1° 8' 58,283" E
69	52° 56' 56,234" N	1° 8' 58,224" E
70	52° 56' 56,236" N	1° 8' 58,154" E
71	52° 56' 56,232" N	1° 8' 58,084" E
72	52° 56' 56,213" N	1° 8' 57,949" E
73	52° 56' 56,196" N	1° 8' 57,851" E
74	52° 56' 56,191" N	1° 8' 57,792" E
75	52° 56' 56,190" N	1° 8' 57,727" E
76	52° 56' 56,192" N	1° 8' 57,652" E
77	52° 56' 56,200" N	1° 8' 57,578" E
78	52° 56' 56,212" N	1° 8' 57,482" E
79	52° 56' 56,230" N	1° 8' 57,392" E
80	52° 56' 56,244" N	1° 8' 57,351" E
81	52° 56' 56,255" N	1° 8' 57,303" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
82	52° 56' 56,267" N	1° 8' 57,218" E
83	52° 56' 56,273" N	1° 8' 57,122" E
84	52° 56' 56,271" N	1° 8' 56,950" E
85	52° 56' 56,256" N	1° 8' 56,751" E
86	52° 56' 56,247" N	1° 8' 56,601" E
87	52° 56' 56,242" N	1° 8' 56,536" E
88	52° 56' 56,244" N	1° 8' 56,472" E
89	52° 56' 56,260" N	1° 8' 56,361" E
90	52° 56' 56,274" N	1° 8' 56,303" E
91	52° 56' 56,285" N	1° 8' 56,239" E
92	52° 56' 56,307" N	1° 8' 56,021" E
93	52° 56' 56,320" N	1° 8' 55,647" E
94	52° 56' 56,327" N	1° 8' 55,080" E
95	52° 56' 56,337" N	1° 8' 54,834" E
96	52° 56' 56,357" N	1° 8' 54,434" E
97	52° 56' 56,378" N	1° 8' 53,980" E
98	52° 56' 56,405" N	1° 8' 53,527" E
99	52° 56' 56,442" N	1° 8' 52,977" E
100	52° 56' 56,474" N	1° 8' 52,583" E
101	52° 56' 56,485" N	1° 8' 52,402" E
102	52° 56' 56,493" N	1° 8' 52,215" E
103	52° 56' 56,496" N	1° 8' 52,018" E
104	52° 56' 56,571" N	1° 8' 50,912" E
105	52° 56' 56,607" N	1° 8' 50,422" E
106	52° 56' 56,644" N	1° 8' 49,931" E
107	52° 56' 56,682" N	1° 8' 49,441" E
108	52° 56' 56,719" N	1° 8' 48,951" E
109	52° 56' 56,755" N	1° 8' 48,460" E
110	52° 56' 56,778" N	1° 8' 48,023" E
111	52° 56' 56,793" N	1° 8' 47,584" E
112	52° 56' 56,804" N	1° 8' 47,144" E
113	52° 56' 56,821" N	1° 8' 46,705" E
114	52° 56' 56,849" N	1° 8' 46,269" E
115	52° 56' 57,031" N	1° 8' 44,094" E



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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
116	52° 56' 57,117" N	1° 8' 43,069" E
117	52° 56' 57,183" N	1° 8' 42,274" E
118	52° 56' 57,208" N	1° 8' 42,038" E
119	52° 56' 57,216" N	1° 8' 41,942" E
120	52° 56' 57,222" N	1° 8' 41,846" E
121	52° 56' 57,222" N	1° 8' 41,826" E
122	52° 56' 57,242" N	1° 8' 41,608" E
123	52° 56' 57,243" N	1° 8' 41,601" E
124	52° 56' 57,276" N	1° 8' 41,405" E
125	52° 56' 57,304" N	1° 8' 41,209" E
126	52° 56' 57,335" N	1° 8' 40,949" E
127	52° 56' 57,367" N	1° 8' 40,652" E
128	52° 56' 57,390" N	1° 8' 40,348" E
129	52° 56' 57,409" N	1° 8' 40,076" E
130	52° 56' 57,426" N	1° 8' 39,917" E
131	52° 56' 57,434" N	1° 8' 39,811" E
132	52° 56' 57,442" N	1° 8' 39,576" E
133	52° 56' 57,443" N	1° 8' 39,487" E
134	52° 56' 57,471" N	1° 8' 39,155" E
135	52° 56' 57,517" N	1° 8' 38,578" E
136	52° 56' 57,560" N	1° 8' 37,999" E
137	52° 56' 57,601" N	1° 8' 37,421" E
138	52° 56' 57,628" N	1° 8' 36,995" E
139	52° 56' 57,651" N	1° 8' 36,569" E
140	52° 56' 57,673" N	1° 8' 36,143" E
141	52° 56' 57,696" N	1° 8' 35,716" E
142	52° 56' 57,723" N	1° 8' 35,291" E
143	52° 56' 57,756" N	1° 8' 34,877" E
144	52° 56' 57,791" N	1° 8' 34,520" E
145	52° 56' 57,805" N	1° 8' 34,405" E
146	52° 56' 57,833" N	1° 8' 34,187" E
147	52° 56' 57,854" N	1° 8' 33,996" E
148	52° 56' 57,876" N	1° 8' 33,767" E
149	52° 56' 57,909" N	1° 8' 33,475" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
150	52° 56' 57,937" N	1° 8' 33,262" E
151	52° 56' 57,958" N	1° 8' 33,060" E
152	52° 56' 57,974" N	1° 8' 32,825" E
153	52° 56' 57,988" N	1° 8' 32,547" E
154	52° 56' 57,996" N	1° 8' 32,371" E
155	52° 56' 58,009" N	1° 8' 32,099" E
156	52° 56' 58,026" N	1° 8' 31,698" E
157	52° 56' 58,053" N	1° 8' 31,164" E
158	52° 56' 58,091" N	1° 8' 30,706" E
159	52° 56' 58,128" N	1° 8' 30,178" E
160	52° 56' 58,173" N	1° 8' 29,592" E
161	52° 56' 58,219" N	1° 8' 29,048" E
162	52° 56' 58,278" N	1° 8' 28,431" E
163	52° 56' 58,343" N	1° 8' 27,669" E
164	52° 56' 58,359" N	1° 8' 27,381" E
165	52° 56' 58,372" N	1° 8' 27,216" E
166	52° 56' 58,390" N	1° 8' 26,964" E
167	52° 56' 58,392" N	1° 8' 26,912" E
168	52° 56' 58,403" N	1° 8' 26,797" E
169	52° 56' 58,398" N	1° 8' 26,780" E
170	52° 56' 57,591" N	1° 8' 23,453" E
171	52° 56' 57,607" N	1° 8' 23,312" E
172	52° 56' 57,696" N	1° 8' 22,616" E
173	52° 56' 57,819" N	1° 8' 21,510" E
174	52° 56' 58,021" N	1° 8' 19,543" E
175	52° 56' 58,156" N	1° 8' 18,267" E
176	52° 56' 58,293" N	1° 8' 16,991" E
177	52° 56' 58,371" N	1° 8' 16,290" E
178	52° 56' 58,452" N	1° 8' 15,590" E
179	52° 56' 58,533" N	1° 8' 14,889" E
180	52° 56' 58,611" N	1° 8' 14,188" E
181	52° 56' 58,684" N	1° 8' 13,438" E
182	52° 56' 58,747" N	1° 8' 12,686" E
183	52° 56' 58,808" N	1° 8' 11,957" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
184	52° 56' 58,817" N	1° 8' 11,966" E
185	52° 56' 58,840" N	1° 8' 11,992" E
186	52° 56' 59,726" N	1° 8' 12,960" E
187	52° 57' 0,102" N	1° 8' 13,371" E
188	52° 57' 8,134" N	1° 8' 22,147" E
189	52° 57' 14,357" N	1° 8' 25,824" E
190	52° 57' 22,662" N	1° 8' 28,252" E
191	52° 57' 40,113" N	1° 8' 33,188" E
192	52° 57' 42,426" N	1° 8' 35,383" E
193	52° 57' 52,102" N	1° 8' 56,636" E
194	52° 58' 16,245" N	1° 10' 2,679" E
195	52° 58' 41,839" N	1° 10' 38,668" E
196	52° 59' 7,430" N	1° 11' 14,669" E
197	52° 59' 42,249" N	1° 12' 2,219" E
198	53° 0' 17,064" N	1° 12' 49,789" E
199	53° 0' 35,405" N	1° 13' 4,931" E
200	53° 0' 57,553" N	1° 13' 25,221" E
201	53° 1' 22,451" N	1° 13' 58,051" E
202	53° 1' 27,774" N	1° 14' 5,055" E
203	53° 1' 30,435" N	1° 14' 8,557" E
204	53° 1' 31,101" N	1° 14' 9,432" E
205	53° 1' 31,267" N	1° 14' 9,651" E
206	53° 1' 31,350" N	1° 14' 9,760" E
207	53° 1' 31,433" N	1° 14' 9,870" E
208	53° 1' 31,766" N	1° 14' 10,308" E
209	53° 1' 33,097" N	1° 14' 12,058" E
210	53° 1' 43,742" N	1° 14' 26,066" E
211	53° 1' 54,320" N	1° 14' 36,758" E
212	53° 1' 59,354" N	1° 14' 39,959" E
213	53° 1' 59,983" N	1° 14' 40,359" E
214	53° 2' 0,613" N	1° 14' 40,760" E
215	53° 2' 1,871" N	1° 14' 41,560" E
216	53° 2' 4,388" N	1° 14' 43,161" E
217	53° 2' 14,457" N	1° 14' 49,564" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
218	53° 3' 4,871" N	1° 15' 12,274" E
219	53° 4' 0,089" N	1° 15' 35,690" E
220	53° 4' 23,250" N	1° 15' 46,786" E
221	53° 5' 0,996" N	1° 15' 11,113" E
222	53° 5' 20,705" N	1° 14' 48,183" E
223	53° 5' 33,957" N	1° 13' 54,955" E
224	53° 5' 47,202" N	1° 13' 1,718" E
225	53° 5' 47,266" N	1° 13' 1,677" E
226	53° 5' 47,266" N	1° 13' 1,676" E
227	53° 5' 47,540" N	1° 13' 1,498" E
228	53° 5' 47,545" N	1° 13' 1,495" E
229	53° 5' 50,444" N	1° 12' 59,604" E
230	53° 5' 50,506" N	1° 12' 59,565" E
231	53° 6' 19,018" N	1° 12' 40,975" E
232	53° 6' 19,097" N	1° 12' 40,924" E
233	53° 6' 42,962" N	1° 12' 25,364" E
234	53° 6' 43,080" N	1° 12' 25,287" E
235	53° 7' 12,739" N	1° 12' 5,962" E
236	53° 7' 42,397" N	1° 11' 46,630" E
237	53° 7' 49,968" N	1° 11' 41,694" E
238	53° 8' 12,055" N	1° 11' 27,290" E
239	53° 8' 41,711" N	1° 11' 7,942" E
240	53° 8' 41,717" N	1° 11' 7,938" E
241	53° 8' 49,191" N	1° 11' 3,065" E
242	53° 8' 49,206" N	1° 11' 3,056" E
243	53° 8' 57,559" N	1° 10' 57,610" E
244	53° 8' 57,564" N	1° 10' 57,607" E
245	53° 8' 58,833" N	1° 10' 56,779" E
246	53° 8' 58,859" N	1° 10' 56,762" E
247	53° 9' 10,110" N	1° 10' 9,689" E
248	53° 9' 21,357" N	1° 9' 22,609" E
249	53° 9' 32,598" N	1° 8' 35,522" E
250	53° 9' 43,834" N	1° 7' 48,428" E
251	53° 9' 55,065" N	1° 7' 1,328" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
252	53° 10' 6,290" N	1° 6' 14,221" E
253	53° 10' 17,511" N	1° 5' 27,107" E
254	53° 10' 28,726" N	1° 4' 39,986" E
255	53° 10' 46,425" N	1° 3' 19,628" E
256	53° 11' 4,109" N	1° 1' 59,252" E
257	53° 11' 31,621" N	1° 2' 25,520" E
258	53° 11' 59,131" N	1° 2' 51,798" E
259	53° 12' 26,640" N	1° 3' 18,084" E
260	53° 12' 54,148" N	1° 3' 44,380" E
261	53° 13' 21,654" N	1° 4' 10,686" E
262	53° 13' 49,158" N	1° 4' 37,000" E
263	53° 14' 16,661" N	1° 5' 3,324" E
264	53° 14' 44,162" N	1° 5' 29,657" E
265	53° 14' 10,501" N	1° 6' 22,744" E
266	53° 13' 36,833" N	1° 7' 15,807" E
267	53° 13' 3,158" N	1° 8' 8,847" E
268	53° 12' 29,477" N	1° 9' 1,864" E
269	53° 11' 55,788" N	1° 9' 54,857" E
270	53° 11' 22,093" N	1° 10' 47,828" E
271	53° 10' 48,391" N	1° 11' 40,775" E
272	53° 10' 14,683" N	1° 12' 33,700" E
273	53° 7' 19,882" N	1° 17' 7,608" E
274	53° 7' 12,187" N	1° 18' 5,637" E
275	53° 6' 40,142" N	1° 17' 46,074" E
276	53° 6' 8,096" N	1° 17' 26,519" E
277	53° 5' 53,359" N	1° 17' 17,530" E
278	53° 5' 36,048" N	1° 17' 6,972" E
279	53° 5' 4,000" N	1° 16' 47,433" E
280	53° 5' 3,998" N	1° 16' 47,439" E
281	53° 4' 48,834" N	1° 16' 40,042" E
282	53° 4' 23,756" N	1° 16' 27,812" E
283	53° 3' 39,216" N	1° 16' 5,715" E
284	53° 3' 4,285" N	1° 15' 45,012" E
285	53° 2' 42,819" N	1° 15' 34,383" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
286	53° 2' 18,678" N	1° 15' 22,981" E
287	53° 2' 4,608" N	1° 15' 14,913" E
288	53° 2' 1,090" N	1° 15' 12,896" E
289	53° 2' 0,211" N	1° 15' 12,392" E
290	53° 1' 59,991" N	1° 15' 12,266" E
291	53° 1' 59,771" N	1° 15' 12,140" E
292	53° 1' 59,331" N	1° 15' 11,888" E
293	53° 1' 57,573" N	1° 15' 10,880" E
294	53° 1' 50,538" N	1° 15' 6,846" E
295	53° 1' 36,320" N	1° 15' 7,829" E
296	53° 1' 32,765" N	1° 15' 8,074" E
297	53° 1' 31,876" N	1° 15' 8,136" E
298	53° 1' 31,432" N	1° 15' 8,167" E
299	53° 1' 31,321" N	1° 15' 8,174" E
300	53° 1' 31,210" N	1° 15' 8,182" E
301	53° 1' 30,988" N	1° 15' 8,197" E
302	53° 1' 29,210" N	1° 15' 8,320" E
303	53° 1' 22,101" N	1° 15' 8,812" E
304	53° 1' 9,264" N	1° 14' 55,002" E
305	53° 0' 53,523" N	1° 14' 34,350" E
306	53° 0' 37,631" N	1° 14' 15,360" E
307	53° 0' 19,626" N	1° 13' 59,138" E
308	53° 0' 4,888" N	1° 13' 45,462" E
309	52° 59' 45,135" N	1° 13' 20,396" E
310	52° 59' 8,327" N	1° 12' 31,064" E
311	52° 58' 31,514" N	1° 11' 41,754" E
312	52° 58' 3,439" N	1° 11' 1,017" E

6. The grid coordinates for that part of the authorised project comprising Work Nos. 3C, 4C, 5C, and 7C are specified below—

<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 10' 33,834" N	1° 13' 37,234" E
2	53° 9' 56,800" N	1° 14' 32,527" E
3	53° 10' 15,091" N	1° 15' 51,276" E
4	53° 10' 33,368" N	1° 17' 10,043" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
5	53° 10' 51,630" N	1° 18' 28,829" E
6	53° 11' 9,878" N	1° 19' 47,634" E
7	53° 11' 28,112" N	1° 21' 6,458" E
8	53° 11' 46,331" N	1° 22' 25,301" E
9	53° 12' 4,536" N	1° 23' 44,163" E
10	53° 12' 22,727" N	1° 25' 3,043" E
11	53° 12' 35,764" N	1° 25' 45,404" E
12	53° 12' 13,889" N	1° 25' 43,653" E
13	53° 12' 10,720" N	1° 25' 29,896" E
14	53° 11' 51,377" N	1° 24' 6,228" E
15	53° 11' 32,018" N	1° 22' 42,581" E
16	53° 11' 12,643" N	1° 21' 18,956" E
17	53° 10' 53,251" N	1° 19' 55,352" E
18	53° 10' 33,844" N	1° 18' 31,769" E
19	53° 10' 14,420" N	1° 17' 8,207" E
20	53° 9' 54,980" N	1° 15' 44,667" E
21	53° 9' 35,524" N	1° 14' 21,148" E
22	53° 9' 4,437" N	1° 15' 9,684" E
23	53° 8' 33,344" N	1° 15' 58,201" E
24	53° 8' 2,245" N	1° 16' 46,699" E
25	53° 7' 31,141" N	1° 17' 35,177" E
26	53° 7' 12,187" N	1° 18' 5,637" E
27	53° 6' 40,142" N	1° 17' 46,074" E
28	53° 6' 8,096" N	1° 17' 26,519" E
29	53° 5' 53,359" N	1° 17' 17,530" E
30	53° 5' 36,048" N	1° 17' 6,972" E
31	53° 5' 4,000" N	1° 16' 47,433" E
32	53° 5' 3,998" N	1° 16' 47,439" E
33	53° 4' 48,834" N	1° 16' 40,042" E
34	53° 4' 23,756" N	1° 16' 27,812" E
35	53° 3' 39,216" N	1° 16' 5,715" E
36	53° 3' 4,285" N	1° 15' 45,012" E
37	53° 2' 42,819" N	1° 15' 34,383" E
38	53° 2' 18,678" N	1° 15' 22,981" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
39	53° 2' 4,608" N	1° 15' 14,913" E
40	53° 2' 1,090" N	1° 15' 12,896" E
41	53° 2' 0,211" N	1° 15' 12,392" E
42	53° 1' 59,991" N	1° 15' 12,266" E
43	53° 1' 59,771" N	1° 15' 12,140" E
44	53° 1' 59,331" N	1° 15' 11,888" E
45	53° 1' 57,573" N	1° 15' 10,880" E
46	53° 1' 50,538" N	1° 15' 6,846" E
47	53° 1' 36,320" N	1° 15' 7,829" E
48	53° 1' 32,765" N	1° 15' 8,074" E
49	53° 1' 31,876" N	1° 15' 8,136" E
50	53° 1' 31,432" N	1° 15' 8,167" E
51	53° 1' 31,321" N	1° 15' 8,174" E
52	53° 1' 31,210" N	1° 15' 8,182" E
53	53° 1' 30,988" N	1° 15' 8,197" E
54	53° 1' 29,210" N	1° 15' 8,320" E
55	53° 1' 22,101" N	1° 15' 8,812" E
56	53° 1' 9,264" N	1° 14' 55,002" E
57	53° 0' 53,523" N	1° 14' 34,350" E
58	53° 0' 37,631" N	1° 14' 15,360" E
59	53° 0' 19,626" N	1° 13' 59,138" E
60	53° 0' 4,888" N	1° 13' 45,462" E
61	52° 59' 45,135" N	1° 13' 20,396" E
62	52° 59' 8,327" N	1° 12' 31,064" E
63	52° 58' 31,514" N	1° 11' 41,754" E
64	52° 58' 3,439" N	1° 11' 1,017" E
65	52° 57' 35,361" N	1° 10' 20,295" E
66	52° 56' 54,694" N	1° 9' 27,639" E
67	52° 56' 54,694" N	1° 9' 27,604" E
68	52° 56' 54,690" N	1° 9' 27,438" E
69	52° 56' 54,680" N	1° 9' 27,273" E
70	52° 56' 54,664" N	1° 9' 27,109" E
71	52° 56' 54,643" N	1° 9' 26,945" E
72	52° 56' 54,630" N	1° 9' 26,860" E



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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
73	52° 56' 54,631" N	1° 9' 26,827" E
74	52° 56' 54,664" N	1° 9' 25,966" E
75	52° 56' 54,694" N	1° 9' 25,197" E
76	52° 56' 54,708" N	1° 9' 24,908" E
77	52° 56' 54,755" N	1° 9' 24,108" E
78	52° 56' 54,825" N	1° 9' 22,821" E
79	52° 56' 54,902" N	1° 9' 21,380" E
80	52° 56' 54,954" N	1° 9' 20,542" E
81	52° 56' 54,988" N	1° 9' 19,874" E
82	52° 56' 55,005" N	1° 9' 19,463" E
83	52° 56' 55,021" N	1° 9' 19,228" E
84	52° 56' 55,096" N	1° 9' 18,274" E
85	52° 56' 55,133" N	1° 9' 17,756" E
86	52° 56' 55,159" N	1° 9' 17,538" E
87	52° 56' 55,187" N	1° 9' 17,240" E
88	52° 56' 55,258" N	1° 9' 16,558" E
89	52° 56' 55,336" N	1° 9' 15,883" E
90	52° 56' 55,442" N	1° 9' 14,936" E
91	52° 56' 55,566" N	1° 9' 13,609" E
92	52° 56' 55,689" N	1° 9' 12,143" E
93	52° 56' 55,724" N	1° 9' 11,700" E
94	52° 56' 55,761" N	1° 9' 11,231" E
95	52° 56' 55,789" N	1° 9' 10,675" E
96	52° 56' 55,816" N	1° 9' 10,210" E
97	52° 56' 55,838" N	1° 9' 9,767" E
98	52° 56' 55,855" N	1° 9' 9,204" E
99	52° 56' 55,878" N	1° 9' 8,627" E
100	52° 56' 55,882" N	1° 9' 8,037" E
101	52° 56' 55,885" N	1° 9' 7,479" E
102	52° 56' 55,894" N	1° 9' 6,938" E
103	52° 56' 55,906" N	1° 9' 6,520" E
104	52° 56' 55,940" N	1° 9' 5,589" E
105	52° 56' 55,960" N	1° 9' 4,555" E
106	52° 56' 55,985" N	1° 9' 3,908" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
107	52° 56' 56,007" N	1° 9' 3,035" E
108	52° 56' 56,043" N	1° 9' 2,131" E
109	52° 56' 56,081" N	1° 9' 1,281" E
110	52° 56' 56,125" N	1° 9' 0,426" E
111	52° 56' 56,138" N	1° 9' 0,083" E
112	52° 56' 56,144" N	1° 9' 0,019" E
113	52° 56' 56,142" N	1° 8' 59,955" E
114	52° 56' 56,135" N	1° 8' 59,853" E
115	52° 56' 56,120" N	1° 8' 59,728" E
116	52° 56' 56,115" N	1° 8' 59,685" E
117	52° 56' 56,113" N	1° 8' 59,636" E
118	52° 56' 56,116" N	1° 8' 59,535" E
119	52° 56' 56,126" N	1° 8' 59,396" E
120	52° 56' 56,149" N	1° 8' 59,280" E
121	52° 56' 56,156" N	1° 8' 59,130" E
122	52° 56' 56,160" N	1° 8' 59,023" E
123	52° 56' 56,159" N	1° 8' 58,921" E
124	52° 56' 56,153" N	1° 8' 58,797" E
125	52° 56' 56,149" N	1° 8' 58,711" E
126	52° 56' 56,158" N	1° 8' 58,620" E
127	52° 56' 56,166" N	1° 8' 58,567" E
128	52° 56' 56,177" N	1° 8' 58,514" E
129	52° 56' 56,199" N	1° 8' 58,436" E
130	52° 56' 56,210" N	1° 8' 58,388" E
131	52° 56' 56,221" N	1° 8' 58,336" E
132	52° 56' 56,229" N	1° 8' 58,283" E
133	52° 56' 56,234" N	1° 8' 58,224" E
134	52° 56' 56,236" N	1° 8' 58,154" E
135	52° 56' 56,232" N	1° 8' 58,084" E
136	52° 56' 56,213" N	1° 8' 57,949" E
137	52° 56' 56,196" N	1° 8' 57,851" E
138	52° 56' 56,191" N	1° 8' 57,792" E
139	52° 56' 56,190" N	1° 8' 57,727" E
140	52° 56' 56,192" N	1° 8' 57,652" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
141	52° 56' 56,200" N	1° 8' 57,578" E
142	52° 56' 56,212" N	1° 8' 57,482" E
143	52° 56' 56,230" N	1° 8' 57,392" E
144	52° 56' 56,244" N	1° 8' 57,351" E
145	52° 56' 56,255" N	1° 8' 57,303" E
146	52° 56' 56,267" N	1° 8' 57,218" E
147	52° 56' 56,273" N	1° 8' 57,122" E
148	52° 56' 56,271" N	1° 8' 56,950" E
149	52° 56' 56,256" N	1° 8' 56,751" E
150	52° 56' 56,247" N	1° 8' 56,601" E
151	52° 56' 56,242" N	1° 8' 56,536" E
152	52° 56' 56,244" N	1° 8' 56,472" E
153	52° 56' 56,260" N	1° 8' 56,361" E
154	52° 56' 56,274" N	1° 8' 56,303" E
155	52° 56' 56,285" N	1° 8' 56,239" E
156	52° 56' 56,307" N	1° 8' 56,021" E
157	52° 56' 56,320" N	1° 8' 55,647" E
158	52° 56' 56,327" N	1° 8' 55,080" E
159	52° 56' 56,337" N	1° 8' 54,834" E
160	52° 56' 56,357" N	1° 8' 54,434" E
161	52° 56' 56,378" N	1° 8' 53,980" E
162	52° 56' 56,405" N	1° 8' 53,527" E
163	52° 56' 56,442" N	1° 8' 52,977" E
164	52° 56' 56,474" N	1° 8' 52,583" E
165	52° 56' 56,485" N	1° 8' 52,402" E
166	52° 56' 56,493" N	1° 8' 52,215" E
167	52° 56' 56,496" N	1° 8' 52,018" E
168	52° 56' 56,571" N	1° 8' 50,912" E
169	52° 56' 56,607" N	1° 8' 50,422" E
170	52° 56' 56,644" N	1° 8' 49,931" E
171	52° 56' 56,682" N	1° 8' 49,441" E
172	52° 56' 56,719" N	1° 8' 48,951" E
173	52° 56' 56,755" N	1° 8' 48,460" E
174	52° 56' 56,778" N	1° 8' 48,023" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
175	52° 56' 56,793" N	1° 8' 47,584" E
176	52° 56' 56,804" N	1° 8' 47,144" E
177	52° 56' 56,821" N	1° 8' 46,705" E
178	52° 56' 56,849" N	1° 8' 46,269" E
179	52° 56' 57,031" N	1° 8' 44,094" E
180	52° 56' 57,117" N	1° 8' 43,069" E
181	52° 56' 57,183" N	1° 8' 42,274" E
182	52° 56' 57,208" N	1° 8' 42,038" E
183	52° 56' 57,216" N	1° 8' 41,942" E
184	52° 56' 57,222" N	1° 8' 41,846" E
185	52° 56' 57,222" N	1° 8' 41,826" E
186	52° 56' 57,242" N	1° 8' 41,608" E
187	52° 56' 57,243" N	1° 8' 41,601" E
188	52° 56' 57,276" N	1° 8' 41,405" E
189	52° 56' 57,304" N	1° 8' 41,209" E
190	52° 56' 57,335" N	1° 8' 40,949" E
191	52° 56' 57,367" N	1° 8' 40,652" E
192	52° 56' 57,390" N	1° 8' 40,348" E
193	52° 56' 57,409" N	1° 8' 40,076" E
194	52° 56' 57,426" N	1° 8' 39,917" E
195	52° 56' 57,434" N	1° 8' 39,811" E
196	52° 56' 57,442" N	1° 8' 39,576" E
197	52° 56' 57,443" N	1° 8' 39,487" E
198	52° 56' 57,471" N	1° 8' 39,155" E
199	52° 56' 57,517" N	1° 8' 38,578" E
200	52° 56' 57,560" N	1° 8' 37,999" E
201	52° 56' 57,601" N	1° 8' 37,421" E
202	52° 56' 57,628" N	1° 8' 36,995" E
203	52° 56' 57,651" N	1° 8' 36,569" E
204	52° 56' 57,673" N	1° 8' 36,143" E
205	52° 56' 57,696" N	1° 8' 35,716" E
206	52° 56' 57,723" N	1° 8' 35,291" E
207	52° 56' 57,756" N	1° 8' 34,877" E
208	52° 56' 57,791" N	1° 8' 34,520" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
209	52° 56' 57,805" N	1° 8' 34,405" E
210	52° 56' 57,833" N	1° 8' 34,187" E
211	52° 56' 57,854" N	1° 8' 33,996" E
212	52° 56' 57,876" N	1° 8' 33,767" E
213	52° 56' 57,909" N	1° 8' 33,475" E
214	52° 56' 57,937" N	1° 8' 33,262" E
215	52° 56' 57,958" N	1° 8' 33,060" E
216	52° 56' 57,974" N	1° 8' 32,825" E
217	52° 56' 57,988" N	1° 8' 32,547" E
218	52° 56' 57,996" N	1° 8' 32,371" E
219	52° 56' 58,009" N	1° 8' 32,099" E
220	52° 56' 58,026" N	1° 8' 31,698" E
221	52° 56' 58,053" N	1° 8' 31,164" E
222	52° 56' 58,091" N	1° 8' 30,706" E
223	52° 56' 58,128" N	1° 8' 30,178" E
224	52° 56' 58,173" N	1° 8' 29,592" E
225	52° 56' 58,219" N	1° 8' 29,048" E
226	52° 56' 58,278" N	1° 8' 28,431" E
227	52° 56' 58,343" N	1° 8' 27,669" E
228	52° 56' 58,359" N	1° 8' 27,381" E
229	52° 56' 58,372" N	1° 8' 27,216" E
230	52° 56' 58,390" N	1° 8' 26,964" E
231	52° 56' 58,392" N	1° 8' 26,912" E
232	52° 56' 58,403" N	1° 8' 26,797" E
233	52° 56' 58,398" N	1° 8' 26,780" E
234	52° 56' 57,591" N	1° 8' 23,453" E
235	52° 56' 57,607" N	1° 8' 23,312" E
236	52° 56' 57,696" N	1° 8' 22,616" E
237	52° 56' 57,819" N	1° 8' 21,510" E
238	52° 56' 58,021" N	1° 8' 19,543" E
239	52° 56' 58,156" N	1° 8' 18,267" E
240	52° 56' 58,293" N	1° 8' 16,991" E
241	52° 56' 58,371" N	1° 8' 16,290" E
242	52° 56' 58,452" N	1° 8' 15,590" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
243	52° 56' 58,533" N	1° 8' 14,889" E
244	52° 56' 58,611" N	1° 8' 14,188" E
245	52° 56' 58,684" N	1° 8' 13,438" E
246	52° 56' 58,747" N	1° 8' 12,686" E
247	52° 56' 58,808" N	1° 8' 11,957" E
248	52° 56' 58,817" N	1° 8' 11,966" E
249	52° 56' 58,840" N	1° 8' 11,992" E
250	52° 56' 59,726" N	1° 8' 12,960" E
251	52° 57' 0,102" N	1° 8' 13,371" E
252	52° 57' 8,134" N	1° 8' 22,147" E
253	52° 57' 14,357" N	1° 8' 25,824" E
254	52° 57' 22,662" N	1° 8' 28,252" E
255	52° 57' 40,113" N	1° 8' 33,188" E
256	52° 57' 42,426" N	1° 8' 35,383" E
257	52° 57' 52,102" N	1° 8' 56,636" E
258	52° 58' 16,245" N	1° 10' 2,679" E
259	52° 58' 41,839" N	1° 10' 38,668" E
260	52° 59' 7,430" N	1° 11' 14,669" E
261	52° 59' 42,249" N	1° 12' 2,219" E
262	53° 0' 17,064" N	1° 12' 49,789" E
263	53° 0' 35,405" N	1° 13' 4,931" E
264	53° 0' 57,553" N	1° 13' 25,221" E
265	53° 1' 22,451" N	1° 13' 58,051" E
266	53° 1' 27,774" N	1° 14' 5,055" E
267	53° 1' 30,435" N	1° 14' 8,557" E
268	53° 1' 31,101" N	1° 14' 9,432" E
269	53° 1' 31,267" N	1° 14' 9,651" E
270	53° 1' 31,350" N	1° 14' 9,760" E
271	53° 1' 31,433" N	1° 14' 9,870" E
272	53° 1' 31,766" N	1° 14' 10,308" E
273	53° 1' 33,097" N	1° 14' 12,058" E
274	53° 1' 43,742" N	1° 14' 26,066" E
275	53° 1' 54,320" N	1° 14' 36,758" E
276	53° 1' 59,354" N	1° 14' 39,959" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
277	53° 1' 59,983" N	1° 14' 40,359" E
278	53° 2' 0,613" N	1° 14' 40,760" E
279	53° 2' 1,871" N	1° 14' 41,560" E
280	53° 2' 4,388" N	1° 14' 43,161" E
281	53° 2' 14,457" N	1° 14' 49,564" E
282	53° 3' 4,871" N	1° 15' 12,274" E
283	53° 4' 0,089" N	1° 15' 35,690" E
284	53° 4' 23,250" N	1° 15' 46,786" E
285	53° 5' 0,996" N	1° 15' 11,113" E
286	53° 5' 20,705" N	1° 14' 48,183" E
287	53° 5' 33,957" N	1° 13' 54,955" E
288	53° 5' 47,202" N	1° 13' 1,718" E
289	53° 5' 47,266" N	1° 13' 1,677" E
290	53° 5' 47,266" N	1° 13' 1,676" E
291	53° 5' 47,540" N	1° 13' 1,498" E
292	53° 5' 47,545" N	1° 13' 1,495" E
293	53° 5' 50,444" N	1° 12' 59,604" E
294	53° 5' 50,506" N	1° 12' 59,565" E
295	53° 6' 19,018" N	1° 12' 40,975" E
296	53° 6' 19,097" N	1° 12' 40,924" E
297	53° 6' 42,962" N	1° 12' 25,364" E
298	53° 6' 43,080" N	1° 12' 25,287" E
299	53° 7' 12,739" N	1° 12' 5,962" E
300	53° 7' 42,397" N	1° 11' 46,630" E
301	53° 7' 49,968" N	1° 11' 41,694" E
302	53° 8' 12,055" N	1° 11' 27,290" E
303	53° 8' 41,711" N	1° 11' 7,942" E
304	53° 8' 41,717" N	1° 11' 7,938" E
305	53° 8' 49,191" N	1° 11' 3,065" E
306	53° 8' 49,206" N	1° 11' 3,056" E
307	53° 8' 57,559" N	1° 10' 57,610" E
308	53° 8' 57,564" N	1° 10' 57,607" E
309	53° 8' 58,833" N	1° 10' 56,779" E
310	53° 8' 58,859" N	1° 10' 56,762" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
311	53° 9' 10,110" N	1° 10' 9,689" E
312	53° 9' 21,357" N	1° 9' 22,609" E
313	53° 9' 32,598" N	1° 8' 35,522" E
314	53° 9' 43,834" N	1° 7' 48,428" E
315	53° 9' 55,065" N	1° 7' 1,328" E
316	53° 10' 6,290" N	1° 6' 14,221" E
317	53° 10' 17,511" N	1° 5' 27,107" E
318	53° 10' 28,726" N	1° 4' 39,986" E
319	53° 10' 46,425" N	1° 3' 19,628" E
320	53° 11' 4,109" N	1° 1' 59,252" E
321	53° 11' 31,621" N	1° 2' 25,520" E
322	53° 11' 59,131" N	1° 2' 51,798" E
323	53° 12' 26,640" N	1° 3' 18,084" E
324	53° 12' 54,148" N	1° 3' 44,380" E
325	53° 13' 21,654" N	1° 4' 10,686" E
326	53° 13' 49,158" N	1° 4' 37,000" E
327	53° 14' 16,661" N	1° 5' 3,324" E
328	53° 14' 44,162" N	1° 5' 29,657" E
329	53° 14' 10,501" N	1° 6' 22,744" E
330	53° 13' 36,833" N	1° 7' 15,807" E
331	53° 13' 3,158" N	1° 8' 8,847" E
332	53° 12' 29,477" N	1° 9' 1,864" E
333	53° 11' 55,788" N	1° 9' 54,857" E
334	53° 11' 22,093" N	1° 10' 47,828" E
335	53° 10' 48,391" N	1° 11' 40,775" E
336	53° 10' 14,683" N	1° 12' 33,700" E
337	53° 11' 24,043" N	1° 12' 55,421" E
338	53° 12' 33,402" N	1° 13' 17,161" E
339	53° 13' 42,760" N	1° 13' 38,920" E
340	53° 14' 52,117" N	1° 14' 0,698" E
341	53° 16' 1,472" N	1° 14' 22,495" E
342	53° 17' 10,827" N	1° 14' 44,310" E
343	53° 18' 20,180" N	1° 15' 6,145" E
344	53° 19' 29,532" N	1° 15' 27,998" E



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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
345	53° 20' 0,390" N	1° 14' 40,388" E
348	53° 19' 41,748" N	1° 17' 0,577" E
349	53° 18' 56,531" N	1° 16' 15,330" E
350	53° 17' 53,698" N	1° 15' 55,514" E
351	53° 16' 50,863" N	1° 15' 35,713" E
352	53° 15' 48,027" N	1° 15' 15,928" E
353	53° 14' 45,190" N	1° 14' 56,158" E
354	53° 13' 42,353" N	1° 14' 36,404" E
355	53° 12' 39,514" N	1° 14' 16,665" E
356	53° 11' 36,675" N	1° 13' 56,942" E
<b>DEP North</b>		
A.01	53° 19' 31,548" N	1° 13' 30,141" E
A.02	53° 19' 2,699" N	1° 12' 19,932" E
A.03	53° 19' 34,347" N	1° 11' 47,739" E
A.04	53° 20' 5,992" N	1° 11' 15,533" E
A.05	53° 20' 37,635" N	1° 10' 43,313" E
A.06	53° 21' 9,275" N	1° 10' 11,081" E
A.07	53° 21' 9,340" N	1° 11' 6,237" E
A.08	53° 21' 9,399" N	1° 12' 1,393" E
A.09	53° 21' 9,451" N	1° 12' 56,550" E
A.10	53° 21' 9,495" N	1° 13' 51,706" E
A.11	53° 21' 9,533" N	1° 14' 46,863" E
A.12	53° 21' 9,563" N	1° 15' 42,020" E
A.13	53° 21' 9,584" N	1° 16' 30,130" E
A.14	53° 21' 9,602" N	1° 17' 32,335" E
A.15	53° 20' 46,340" N	1° 18' 7,238" E
A.16	53° 20' 58,886" N	1° 18' 37,507" E
A.17	53° 21' 16,936" N	1° 18' 58,324" E
A.18	53° 21' 24,406" N	1° 19' 46,805" E
A.19	53° 21' 27,180" N	1° 20' 4,816" E
A.20	53° 21' 37,414" N	1° 21' 11,318" E
A.21	53° 21' 47,638" N	1° 22' 17,828" E
A.22	53° 21' 57,851" N	1° 23' 24,348" E
A.23	53° 21' 25,995" N	1° 23' 42,880" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
A.24	53° 20' 54,139" N	1° 24' 1,404" E
A.25	53° 20' 5,326" N	1° 24' 0,033" E
A.26	53° 19' 36,128" N	1° 24' 8,276" E
A.27	53° 19' 9,827" N	1° 24' 23,580" E
A.28	53° 18' 34,113" N	1° 25' 3,960" E
A.29	53° 18' 17,503" N	1° 25' 24,511" E
A.30	53° 18' 0,222" N	1° 25' 39,259" E
A.31	53° 17' 15,148" N	1° 26' 5,612" E
A.32	53° 17' 35,036" N	1° 25' 24,340" E
A.33	53° 17' 54,920" N	1° 24' 43,056" E
A.34	53° 18' 14,801" N	1° 24' 1,762" E
A.35	53° 18' 34,677" N	1° 23' 20,458" E
A.36	53° 18' 35,113" N	1° 22' 55,059" E
A.37	53° 18' 9,353" N	1° 22' 14,077" E
A.38	53° 18' 55,523" N	1° 20' 33,698" E
A.39	53° 18' 18,216" N	1° 19' 28,603" E
A.40	53° 18' 23,044" N	1° 19' 18,170" E
A.41	53° 16' 40,497" N	1° 19' 9,998" E
A.42	53° 17' 29,099" N	1° 18' 30,623" E
A.43	53° 18' 17,849" N	1° 17' 51,100" E
A.44	53° 18' 52,654" N	1° 17' 33,836" E
A.45	53° 19' 27,459" N	1° 17' 16,563" E
<b>DEP South</b>		
B.01	53° 14' 5,405" N	1° 25' 52,576" E
B.02	53° 13' 44,764" N	1° 27' 26,148" E
B.03	53° 13' 21,538" N	1° 28' 1,214" E
B.04	53° 12' 58,309" N	1° 28' 36,270" E
B.05	53° 12' 35,077" N	1° 29' 11,315" E
B.06	53° 12' 11,842" N	1° 29' 46,349" E
B.07	53° 11' 48,603" N	1° 30' 21,373" E
B.08	53° 11' 25,362" N	1° 30' 56,387" E
B.09	53° 11' 2,118" N	1° 31' 31,390" E
B.10	53° 10' 38,872" N	1° 32' 6,382" E
B.11	53° 10' 16,470" N	1° 31' 10,439" E

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<i>Point IDr</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
B.12	53° 9' 54,062" N	1° 30' 14,512" E
B.13	53° 9' 31,646" N	1° 29' 18,602" E
B.14	53° 9' 9,223" N	1° 28' 22,708" E
B.15	53° 9' 18,541" N	1° 27' 23,002" E
B.16	53° 9' 42,205" N	1° 26' 28,216" E
B.17	53° 10' 5,861" N	1° 25' 33,413" E
B.18	53° 12' 11,085" N	1° 25' 43,428" E

7. This marine licence remains in force until the authorised project has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

8. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this marine licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 5 (benefit of order) of the Order.

9.—(1) With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this marine licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement and approval of an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

10. Should the undertaker become aware that any of the information on which the granting of this marine licence was based was materially false or misleading, the undertaker must notify the MMO of this fact in writing as soon as is reasonably practicable. The undertaker must explain in writing what information was materially false or misleading and must provide to the MMO the correct information.

## PART 2

### Conditions

#### Design parameters

##### *Offshore Substation Platform*

1.—(1) The dimensions of the offshore substation platform in Work No. 3A or 3C (excluding towers, masts and cranes) must not exceed—

- (a) 70 metres in length;
- (b) 40 metres in width; or
- (c) 50 metres in height above HAT.

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(2) Offshore substation platform foundation in Work No. 3A or 3C must be of one of the following foundation options: piled jacket or suction bucket jacket.

(3) The offshore substation platform foundation in Work No. 3A or 3C must not—

- (a) have more than four legs;
- (b) have more than eight piles;
- (c) have a pile diameter exceeding 3.5 metres;
- (d) employ a hammer energy during installation exceeding 3,000 kilojoules;
- (e) have a seabed footprint (excluding subsea scour protection) exceeding 452 square metres;  
or
- (f) have a seabed footprint (including subsea scour protection) exceeding 4,761 square metres.

(4) The total amount of scour protection for the offshore substation platform in Work No. 3A or 3C must not exceed 4,054 square metres.

(5) The total volume of scour protection for the offshore substation platform in Work No. 3A or 3C must not exceed 7297 cubic metres.

*Cables and cable protection*

**2.—**(1) In the event of scenario 1, scenario 2 or scenario 3, within Work Nos. 3A to 5A, the offshore export cables must not, in total—

- (a) exceed one in number;
- (b) exceed 40 kilometres in length;
- (c) exceed four cable crossings;
- (d) have cable protection (including cable crossings) exceeding 9,504 square metres in area; or
- (e) have cable protection (including cable crossings) exceeding 6,885 cubic metres in volume.

(2) In the event of scenario 4 within Work Nos. 3C to 5C, the offshore export cables must not, in total—

- (a) exceed two in number;
- (b) exceed 80 kilometres in length;
- (c) exceed eight cable crossings;
- (d) have cable protection (including cable crossings) exceeding 16,008 square metres in area;  
or
- (e) have cable protection (including cable crossings) exceeding 12,645 cubic metres in volume.

(3) In the event of scenario 4, within Work Nos. 4C the interlink cables must not, in total—

- (a) exceed seven in number;
- (b) exceed 154 kilometres in length;
- (c) exceed six cable crossings;
- (d) have cable protection (including cable crossings) exceeding 12,708 square metres in area;  
or
- (e) have cable protection (including cable crossings) exceeding 3,396 cubic metres in volume.

### **Scenarios and Phases of authorised project**

3.—(1) The authorised project must not be commenced until a notification has been submitted to the MMO as to whether the undertaker intends to commence scenario 1, scenario 2, scenario 3 or scenario 4.

(2) The notification required under sub-paragraph (1) must be submitted to the MMO prior to submission of the written scheme to be submitted for approval under sub-paragraph (3).

(3) The authorised project must not be commenced until a written scheme setting out (with regards to the relevant scenario notified under sub-paragraph (1)) the phases of construction of the authorised project has been submitted to and approved in writing by the MMO.

(4) Any subsequent amendments to the written scheme submitted for approval under sub-paragraphs (3) must be submitted to, and approved by, the MMO.

(5) The written scheme submitted for approval under sub-paragraphs (3) must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved in accordance with sub-paragraph (4).

### **Vessels under the undertaker's control**

4. The undertaker must issue to operators of vessels under the undertaker's control operating within the Order limits a code of conduct to reduce risk of injury to marine mammals.

### **Extension of time periods**

5. Any time period given in this marine licence to either the undertaker or the MMO may be extended with the agreement of the other party, such agreement not to be unreasonably withheld or delayed.

### **Notifications and inspections**

6.—(1) The undertaker must ensure that—

(a) a copy of this marine licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 16;

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 16; and

(b) within 28 days of receipt of a copy of this marine licence and any subsequent amendments or revisions to it, those persons referred to in sub-paragraph (1)(a) must confirm receipt of this marine licence in writing to the MMO.

(2) Only those persons and vessels notified to the MMO in accordance with condition 16 are permitted to carry out the licensed activities.

(3) Copies of this marine licence must also be available for inspection at the following locations—

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3).

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(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during the construction and operation of the authorised project.

(6) The undertaker must inform the MMO local office in writing at least five days prior to the commencement of the licensed activities or any part of them and within five days of the completion of the licensed activity.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details of the vessel routes, timings and locations relating to the construction of the authorised project or relevant part—

- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;
- (b) on completion of construction of all offshore activities,

and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised project or any part thereof advising of the start date of each of Work Nos. 3A, 4A, 5A, 6A and 7A in the event of scenario 1, scenario 2 or scenario 3 or 3C, 4C, 5C, 6C and 7C in the event of scenario 4 and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations (or otherwise agreed) and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under condition 12(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify UKHO of—

- (a) commencement of the licensed activities at least ten working days prior to commencement; and
- (b) completion (within fourteen days) of the authorised project or any part thereof in order that all necessary amendments to nautical charts are made. Copies of all notices must be provided to the MMO and MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised project or any part thereof, excluding the exposure of cables, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and UKHO.

(12) In case of the exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners and inform the Kingfisher Information Service of Seafish of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

### **Aids to navigation**

7.—(1) The undertaker must during the whole of the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation, as Trinity House may from time to time direct.

(2) The undertaker must during the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project keep Trinity House and the MMO informed of progress of the authorised project including—

- (a) notice of commencement of construction of the authorised project within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 12(1)(h) using the reporting system provided by Trinity House.

(4) The undertaker must during the period from commencement of the licensed activities to completion of decommissioning of the authorised project notify Trinity House and the MMO of any failure of the aids to navigation, and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 6(11) and condition 6(12) are invoked the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

### **Colouring of structures**

**8.** Except as otherwise required by Trinity House the undertaker must paint all structures forming part of the authorised project yellow (colour code RAL 1023) from at least HAT to a height as directed by Trinity House. Unless the MMO otherwise directs, the undertaker must paint the remainder of the structures grey (colour code RAL 7035).

### **Aviation safety**

**9.—(1)** The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by the Air Navigation Order 2016 and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, at least 14 days prior to the commencement of the authorised project, in writing of the following information—

- (a) the date of the commencement of construction of the authorised project;
- (b) the date any offshore substation platforms are brought into use;
- (c) the maximum height of any construction equipment to be used;
- (d) the maximum height of each offshore substation platform to be constructed;
- (e) the latitude and longitude of each offshore substation platform to be constructed;

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised project. Copies of notifications must be provided to the MMO within five days.

### **Chemicals, drilling and debris**

**10.—(1)** Unless otherwise agreed in writing by the MMO, the carriage and use of chemicals in the construction of the authorised project must comply with the International Convention for the

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Prevention of Pollution from Ships 1973 as modified by the Protocol of 1978 relating thereto and by the Protocol of 1997.

(2) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110 percent of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this marine licence by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during pre-sweeping sandwave clearance where relevant, the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

(6) The undertaker must ensure that any rock material used in the construction of the authorised project is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised project is misplaced or lost below MHWS, the undertaker must report the loss in writing to the local enforcement office within 24 hours and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

(8) The undertaker must ensure that no waste, concrete, slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas must be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 12(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

### **Force majeure**

**11.** If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

### **Pre-construction plans and documentation**

**12.—(1)** The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA and UKHO as appropriate—



- (a) a plan prepared in accordance with the layout commitments setting out proposed details of the authorised project, including the—
  - (i) number, dimensions, specification, foundation type(s) and depth for each wind turbine generator, offshore platform and substation;
  - (ii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, platform and substation;
  - (iii) proposed layout of all cables;
  - (iv) location and specification of all other aspects of the authorised project; and
  - (v) any exclusion zones or micro-siting requirements identified pursuant to 12(1)(f) (v) or relating to any benthic habitats of conservation, ecological or economic importance constituting Annex I reef habitats identified as part of surveys undertaken in accordance with condition 17;

to ensure conformity with the description of Work Nos. 3A to 5A and 7A or 3C to 5C and 7C and compliance with conditions 1 and 2;

- (b) a construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) which, save in respect information submitted pursuant to sub- paragraph (b)(ii)(aa), is to be submitted to the MMO at least six months prior to commencement of licensed activities and to include details of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant, delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with conditions 17, 18 and 19 to be submitted to the MMO in accordance with the following (unless otherwise agreed in writing with the MMO)—
    - (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
    - (bb) at least four months prior to construction, detail on construction monitoring; and
    - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
  - (iv) an indicative written construction programme for all offshore substation platforms and cables including fibre optic cables comprised in the works at Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- (c) a construction method statement in accordance with the construction methods assessed in the environmental statement, including details of—
  - (i) cable specification, installation and monitoring for cables located outside of the Cromer Shoal Chalk Beds Marine Conservation Zone to include—
    - (aa) the technical specification of cables below MHWS;
    - (bb) a detailed cable laying plan for the authorised project, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment

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- to ascertain suitable burial depths and cable laying techniques, including cable protection; and
- (cc) proposals for monitoring cables including cable protection until the authorised project is decommissioned which includes a risk-based approach to the management of unburied or shallow buried cables;
  - (ii) scour protection and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;
  - (iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to subparagraph (1)(a)(i);
  - (iv) advisory safe passing distances for vessels around construction sites;
  - (v) contractors;
  - (vi) vessels and vessel transit corridors;
  - (vii) associated ancillary works; and
  - (viii) guard vessels to be employed;
- (d) a project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised project in relation to all activities carried out;
  - (ii) a chemical risk assessment, including information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer;
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities; and
  - (vi) procedures, which must be adopted within vessel transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red throated diver;
  - (vii) a code of conduct for vessel operators to reduce risk of injury to mammals;
- (e) a cable specification, installation and monitoring plan for the installation of cables within the Cromer Shoal Chalk Beds Marine Conservation Zone (in accordance with the outline Cromer Shoal Chalk Beds Marine Conservation Zone cable specification, installation and monitoring plan);
- (f) an archaeological written scheme of investigation in relation to the offshore Order limits seaward of MHWS, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—

- (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS (“Online Access to the Index of archaeological investigations”) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO and Historic England that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities;
- (g) an offshore operations and maintenance plan (in accordance with the outline offshore operations and maintenance plan), to be submitted to the MMO at least six months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase;
- (h) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House specifying how the undertaker will ensure compliance with condition 7 from the commencement of construction of the authorised project to the completion of decommissioning;
- (i) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol (in accordance with the draft marine mammal mitigation protocol), the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies, to be submitted to the MMO at least six months prior to commencement of licensed activities;
- (j) a mitigation scheme for any benthic habitats of conservation, ecological and/or economic importance constituting Annex I reef habitats and including the designated features of the MCZ identified by the survey referred to in condition 17(4)(a) and in accordance with the offshore in principle monitoring plan;
- (k) an ornithological monitoring plan setting out the circumstances in which ornithological monitoring will be required and the monitoring to be carried out in such circumstances to be submitted to the MMO at least six months prior to commencement of licensed activities; and
- (l) a navigation management plan to manage crew transfer vessels (including daughter craft) during the construction and operation of the authorised project.
- (2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific outline written scheme of investigation (which must accord with the details set out in the

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outline written scheme of investigation (offshore)) which has been submitted to and approved by the MMO.

### **Site Integrity Plan**

13.—(1) No piling activities can take place until a Site Integrity Plan (“SIP”), which accords with the principles set out in the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (“SNS SAC”) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted in writing to the MMO no later than six months prior to the commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the preconstruction stage, in combination with other plans and projects, is in line with the JNCC Guidance.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the Project, in combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

14.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 12 must be submitted for approval at least four months before the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The MMO must determine an application for approval made under conditions 12 and 13 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under conditions 12 and 13, unless otherwise agreed in writing by the MMO.

### **Offshore safety management**

15. No part of the authorised project may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised project contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it) and its annexes.

### **Reporting of engaged agents, contractors and vessels**

16.—(1) The undertaker must provide the following information in writing to the MMO—

- (a) the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and

(b) each week during the construction of the authorised project a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) The undertaker must notify the MMO in writing of any vessel being used to carry on any licensed activity listed in this marine licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity. Notification must include the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

### **Pre-construction monitoring and surveys**

17.—(1) The undertaker must, in discharging condition 12(1)(b), submit a monitoring plan or plans in accordance with the offshore in principle monitoring plan for written approval in writing by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

(2) The survey proposals submitted under sub-paragraph (1) must be in general accordance with the principles set out in the offshore in principle monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The baseline report proposals submitted under sub-paragraph (1) must ensure that the outcome of the agreed surveys, together with existing data and reports, are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(4) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) an appropriate survey to determine the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats in the parts of the Order limits in which it is proposed to carry out construction works;
- (b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works;
- (c) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 12(1)(i); and
- (d) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 12(1)(k).

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

### **Construction monitoring and surveys**

18.—(1) The undertaker must, in discharging condition 12(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring and surveys, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives.

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(2) In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(3) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) The results of the initial noise measurements monitored in accordance with sub-paragraph (2) must be provided to the MMO within six weeks of the installation of the first four piled foundations. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the reasonable opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(5) The undertaker must carry out the surveys specified in the construction monitoring plan in accordance with that plan, including any further noise monitoring required in writing by the MMO under sub-paragraph (4), unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) Construction monitoring must include vessel traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring at the end of each year of the construction period to the MMO, MCA and Trinity House.

(7) In the event that piled foundations are proposed to be used, the details submitted in accordance with the marine mammal mitigation protocol must include proposals for monitoring marine mammals.

### **Post-construction monitoring and surveys**

**19.**—(1) The undertaker must, in discharging condition 12(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of proposed post-construction monitoring and surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

(2) The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to—

- (a) undertake an appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) undertake, within twelve months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;
- (c) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 12(1)(k);

- (d) undertake post-construction traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring to the MMO, the MCA and Trinity House;
- (e) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 12(1)(i); and
- (f) undertake monitoring of cables installed within the Cromer Shoal Chalk Beds MCZ in accordance with any monitoring required by the cable specification, installation and monitoring plan for the installation of cables within the Cromer Shoal Chalk Beds Marine Conservation Zone submitted in accordance with condition 12(1)(e).

(4) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(5) Following installation of cables, the cable monitoring plans required under conditions 12(1)(c) and 12(1)(e) must be updated with the results of the post installation surveys. The plans must be implemented until the authorised scheme is decommissioned and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

(6) In the event that the reports provided to the MMO under sub-paragraph (4) identify a need for additional monitoring, the requirement for any additional monitoring will be agreed with the MMO in writing and implemented as agreed.

(7) In the event that monitoring reports provided to the MMO under sub-paragraph (4) identify impacts which are unanticipated and or beyond those predicted within the Environmental Statement or the Habitats Regulations Assessment an adaptive management plan to reduce effects to within what was predicted in the Environmental Statement and Habitat Regulations Assessment, unless otherwise agreed by the MMO, must be submitted under sub-paragraph (4). This plan must be agreed with MMO in consultation with the relevant statutory nature conservation bodies to reduce effects to an agreed suitable level for the project. Any such agreed and approved adaptive management or mitigation plan shall be implemented and monitored in full to a timetable first agreed in writing with the MMO. In the event that this adaptive management or mitigation requires a separate consent, the undertaker shall apply for such consent. Where a separate consent is required to undertake the agreed adaptive management or mitigation, the undertaker shall only be required to undertake the adaptive management or mitigation once the consent is granted.

### **Reporting of scour and cable protection**

**20.**—(1) Not more than four months following completion of the construction of the authorised project, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised project.

- (2) The report must include the following information—
  - (a) the location of cable protection and scour protection;
  - (b) the volume of cable protection and scour protection; and
  - (c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

### **Completion of construction**

**21.**—(1) The undertaker must submit a close out report to the MMO, the MCA, Trinity House, UKHO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction



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and must include details of the latitude and longitude co-ordinates of the export cables, provided as Geographical Information System data referenced to WGS84 datum.

(2) Following completion of construction, no further construction activities can be undertaken under this marine licence.

### **Sediment Sampling**

**22.**—(1) The undertaker must submit a sample plan request in writing to the MMO for written approval of a sample plan.

(2) The sample plan request must be made—

- (a) for capital dredging, at least six months prior to the commencement of any capital dredging; or
- (b) for maintenance dredging, at least six months prior to the end of every third year from the date of the previous sediment sample analysis.

(3) The sample plan request must include details of—

- (a) the volume of material to be dredged;
- (b) the location of the area to be dredged;
- (c) details of the material type proposed for dredging;
- (d) the type and dredging methodology (including whether it is a capital or maintenance dredge, depth of material to be dredged and proposed programme for the dredging activities); and
- (e) the location and depth of any supporting samples.

(4) Unless otherwise agreed by the MMO, the undertaker must undertake the sampling in accordance with the approved sample plan.

### **Collaboration**

**23.**—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 12 and 13, the undertaker must provide a copy of the relevant plans and documentation to DEL to enable DEL to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 12 and 13 must be accompanied by any comments received by the undertaker from DEL in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

### **Seasonal Restriction**

**24.**—(1) The undertaker must not carry out any cable installation works within the GW during the winter period.

(2) For the purpose of this condition—

“the GW” means the site designated as the Greater Wash Special Protection Area;

“winter period” means the period between 1 November to 31 March inclusive.

### **Obstacle free zone for navigational safety**

**25.** No infrastructure of any type included within the offshore works, including wind turbine generators and offshore substation platforms, shall be installed within the area defined by the



coordinates as specified below and no part of any wind turbine generator, including its blades, may overfly into the area:

<i>Point ID of the arear</i>	<i>Latitude (D°M.MM)</i>	<i>Longitude (D°M.MM)</i>
A (NW corner)	53° 21.1541' N	1° 10.1853' E
B (SW corner)	53° 19.0449' N	1° 12.3327' E
C (NE corner)	53° 21.1558' N	1° 11.8346' E
D (SE corner)	53° 19.5696' N	1° 13.6102' E

SCHEDULE 13

Article 30

Marine Licence 4: Dudgeon Extension Project Offshore  
Transmission – Work Nos 3B to 7B or 3C to 7C

**PART 1**

Licensed marine activities

**Interpretation**

1.—(1) In this marine licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“the 2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

“ANCBs” means appropriate nature conservation body(ies);

“Annex 1 reef” means a reef of a type listed in Annex 1 to Council Directive [92/43/EEC](#) on the conservation of natural habitats and of wild fauna and flora;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this marine licence;

“authorised project” means Work Nos. 3B to 7B (in the event of scenario 1, scenario 2 or scenario 3) or 3C to 7C (in the event of scenario 4) and the further associated development described in paragraph 3 of Part 1 of this marine licence or any part of those works or development;

“buoy” means any floating device used for navigational purposes or measurement purposes including LiDAR buoys, wave buoys and guard buoys;

“cable” includes cables for the transmission of electricity and fibre-optic cables;

“cable crossing” means the crossing of existing subsea cables and pipelines by the array, inter-array or export cables authorised by the Order and forming part of the authorised project together with physical protection measures including cable protection;

“cable protection” means measures to protect cables forming part of the authorised project from physical damage and exposure due to loss of seabed sediment including, but not limited

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to, rock placement, mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for pre-construction monitoring surveys approved under this marine licence, and “commenced” and “commencement” must be construed accordingly;

“commercial operation” means in relation to any part of the authorised project, the exporting, transmission or conversion, on a commercial basis, of electricity;

“Cromer Shoal Chalk Beds MCZ” means the Marine Conservation Zone designated by the Secretary of State under the Cromer Shoal Chalk Beds Marine Conservation Zone Designation Order 2016;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY and any successor body to its functions;

“DEL” means Dudgeon Extension Limited, company number 12148301, whose registered office is at 1 Kingdom Street, London W2 6BD;

“DEP North” means the array extension area located to the north of DOW;

“DEP South” means the array extension area located to the south of DOW;

“DOW” means the Dudgeon Offshore Wind Farm;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“Dudgeon Extension Project” means the Dudgeon Extension Project offshore works and the Dudgeon Extension Project onshore works;

“Dudgeon Extension Project offshore works” means—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1B to 7B and any other authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1B, 2B, the integrated offshore works and any other authorised development associated with those works;

“Dudgeon Extension Project onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8B to 14B, the scenario 3 integrated onshore works, Work Nos. 18B to 22B, and any other authorised development associated with those works;
- (c) in the event of scenario 4, Work Nos. 10B, 11B, 13B, 14B, the scenario 4 integrated onshore works, Work Nos. 18B to 22B, and any other authorised development associated with those works;

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“gravity base structure foundation” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast, skirts or other additional fixings, and associated equipment including scour protection, J-tubes, corrosion protection systems, access platforms and equipment and separate topside connection structures or integrated transition pieces;

“HAT” means highest astronomical tide;

“HDD” or “horizontal direction drilling” refers to a trenchless technique for installing cables and cable ducts involving drilling in an arc between two points;

“HVAC” means high voltage alternating current;

“in-field cable” means a subsea cable linking two or more offshore structures;

“in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation” means the document certified as the in-principle Site Integrity Plan for the Southern North Sea Special Area of Conservation by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“integrated offshore substation platform” means a single offshore substation platform to be constructed and operated for the benefit of both SEL and DEL;

“integrated offshore works” means Work Nos. 3C, 4C, 5C, 6C and 7C;

“interlink cable” means a subsea cable linking two offshore areas;

“intrusive activities” means activities including anchoring of vessels, jacking up of vessels, temporary deposits and temporary wet storage areas;

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as J-tubes, corrosion protection systems and access platforms;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“joint bay” means an excavation located at regular intervals along the cable route consisting of a concrete flat base slab constructed beneath the ground to facilitate the jointing together of the cables;

“LAT” means lowest astronomical tide;

“land plans” means the plans certified as the land plans by the Secretary of State under article 37 of the Order;

“layout commitments” means the layout commitments contained within the navigation risk assessment at appendix 13.1 of the environmental statement;

“licensed activities” means the activities specified in Part 1 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“Marine Management Organisation” means the body created under the 2009 Act which is responsible for the regulation of this marine licence or any successor of that function and “MMO” shall be construed accordingly;

“MCA” means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

“MCMS” means the Marine Case Management System web portal provided and operated by the MMO;

“MHWS” or “mean high water springs” means the highest level that spring tides reach on average over a period of time;

“MLWS” or “mean low water springs” means the lowest level that spring tides reach on average over a period of time;

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“monopile foundation” means a steel pile driven or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“offshore order limits and grid coordinates plan” means the plans certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“offshore substation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad, containing—

- (a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;
- (b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

“offshore works” means—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A, 1B to 7B and any other authorised development associated with those works;
- (b) in the event of scenario 4, Work Nos. 1A, 1B, 2A, 2B, the integrated offshore works, and any other authorised development associated with those works;

“onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A, Work Nos. 8B to 22B and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, 8B to 14B, the scenario 3 integrated onshore works, 18A to 22A, 18B to 22B and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A and 18B to 22B, the scenario 4 integrated onshore works and any other authorised development associated with those works;

“Order” means The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024;

“Order land” means the land shown on the land plans which is within the limits of land to be acquired or used and described in the book of reference;

“Order limits” means the limits shown on the offshore order limits and grid coordinates plans within which the authorised project may be carried out and the grid coordinates for Work Nos. 3B, 4B, 5B and 7B are set out in paragraph 5 of Part 1 of this marine licence and the grid coordinates for Work Nos. 3C, 4C, 5C and 7C are set out in paragraph 6 of Part 1 of this marine licence;

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“outline Cromer Shoal Chalk Beds Marine Conservation Zone cable specification, installation and monitoring plan” means the document certified as the cable specification, installation and monitoring plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline marine traffic monitoring plan” means the document certified as the outline marine traffic monitoring plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, mattresses with or without frond devices, flow energy dissipation devices and rock and gravel placement;

“SEL” means Scira Extension Limited, company number 12239260, whose registered office is at 1 Kingdom Street, London W2 6BD;

“scenario 1” means each generating station will be constructed in any one of the following ways—

- (a) the construction of the Sheringham Shoal Extension Project only where the Dudgeon Extension Project does not proceed to construction;
- (b) the construction of the Dudgeon Extension Project only where the Sheringham Shoal Extension Project does not proceed to construction;
- (c) sequential construction where the Sheringham Shoal Extension Project is constructed first then the Dudgeon Extension Project is constructed second or vice versa; or
- (d) concurrent construction of the Sheringham Shoal Extension Project and the Dudgeon Extension Project;

“scenario 2” means a sequential construction scenario in which either the Sheringham Shoal Extension Project is constructed first and SEL installs the ducts for the Dudgeon Extension Project or the Dudgeon Extension Project is constructed first and DEL installs the ducts for the Sheringham Shoal Extension Project;

“scenario 3” means—

- (a) sequential or concurrent construction of Work Nos. 1A to 14A, 18A to 22A, 1B to 14B, 18B to 22B; and
- (b) construction of the scenario 3 integrated onshore works; “scenario 3 integrated onshore works” means Work Nos. 15C to 17C; “scenario 4” means—
  - (i) sequential or concurrent construction of Work Nos. 1A, 1B, 2A, 2B, 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 18A to 22A, 18B to 22B; and

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(ii) construction of the integrated offshore works and the scenario 4 integrated onshore works;

“scenario 4 integrated onshore works” means Work Nos. 8C, 9C, 12C, 15C, 16C and 17C;

“Sheringham Shoal Extension Project” means the Sheringham Shoal Extension Project onshore works and the Sheringham Shoal Extension Project offshore works;

“Sheringham Shoal Extension Project offshore works” means—

- (a) in the event of scenario 1, scenario 2 or scenario 3, Work Nos. 1A to 7A and any authorised development associated with those works; or
- (b) in the event of scenario 4, Work Nos. 1A, 2A, the integrated offshore works and any other authorised development associated with those works;

“Sheringham Shoal Extension Project onshore works” means—

- (a) in the event of scenario 1 or scenario 2, Work Nos. 8A to 22A and any other authorised development associated with those works; or
- (b) in the event of scenario 3, Work Nos. 8A to 14A, the scenario 3 integrated onshore works, 18A to 22A and any other authorised development associated with those works; or
- (c) in the event of scenario 4, Work Nos. 10A, 11A, 13A, 14A, the scenario 4 integrated onshore works, 18A to 22A and any other authorised development associated with any of those works;

“statutory historic body” means Historic England or its successor in function;

“statutory nature conservation body” means an organisation charged by the government with advising on nature conservation matters;

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket or monopile foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“UKHO” means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Dudgeon Extension Limited, company number 12148301, whose registered office is at 1 Kingdom Street, London W2 6BD;

“VHF” means very high frequency;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“wind turbine generator” means a structure comprising a tower, a rotor with three blades connected at the hub, a nacelle and ancillary electrical and other equipment which may include J-tubes, transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation;

“works plans” means the works plans (offshore) and the works plans (onshore);

“works plans (offshore)” means the plans certified as the works plans (offshore) by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order; and

“works plans (onshore)” means the plans certified as the works plans (onshore) by the Secretary of State under article 37 (certification of documents and plans, etc.) of the Order.

(2) In this marine licence, a reference to any statute, order, regulation or similar instrument is a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) In this marine licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time (“GMT”);

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

(4) Unless otherwise stated or agreed with the MMO, all submissions, notifications and communications must be sent by the undertaker to the MMO using MCMS. Except where otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this marine licence are—

(a) Historic England

Brooklands

24 Brooklands Avenue

Cambridge

CB2 8BU

Tel: 01223 582749

Email: [eastofengland@historicengland.org.uk](mailto:eastofengland@historicengland.org.uk)

(b) Marine Management Organisation

Marine Licensing Team

Lancaster House

Hampshire Court

Newcastle upon Tyne

NE4 7YH

Email: [marine.consent@marinemanagement.org.uk](mailto:marine.consent@marinemanagement.org.uk)

Tel: 0300 123 1032

(c) Marine Management Organisation (local office)

Lowestoft Office

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Email: [lowestoft@marinemanagement.org.uk](mailto:lowestoft@marinemanagement.org.uk)

Tel: 02080266094

(d) Marine Management Organisation

Marine Pollution Response Team

Tel. (during office hours): 0300 200 2024,

Tel. (outside office hours): 07770 977 825 or 0845 051 8486

Email: [dispersants@marinemanagement.org.uk](mailto:dispersants@marinemanagement.org.uk)

(e) Maritime and Coastguard Agency

UK Technical Services Navigation

Spring Place

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105 Commercial Road  
Southampton  
SO15 1EG  
Tel: 020 3817 2554

- (f) Natural England  
Foss House  
Kings Pool  
1-2 Peasholme Green  
York  
YO1 7PX  
Tel: 0300 060 4911

- (g) Trinity House  
Tower Hill  
London  
EC3N 4DH  
Tel: 020 7481 6900

- (h) United Kingdom Hydrographic Office  
Admiralty Way  
Taunton  
Somerset  
TA1 2DN  
Tel: 01823 337 900

### **Details of licensed marine activities**

2. Subject to the conditions this marine licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and objects specified in paragraph 4 below;
- (b) the construction of works in or over the sea or on or under the sea bed;
- (c) dredging for the purposes of seabed preparation for foundation works or cable works;
- (d) the removal of sediment samples for the purposes of informing environmental monitoring under this marine licence during pre-construction, construction and operation;
- (e) site clearance and preparation works including debris, boulder clearance and the removal of out of service cables and static fishing equipment; and
- (f) the disposal of up to 145,325 cubic metres of inert material of natural origin within the Order limits produced during construction drilling or seabed preparation for foundation works and cable works and boulder clearance works at disposal site references to be provided to the MMO within the Order limits seaward of MHWS.

3. Such activities are authorised in relation to the construction, maintenance and operation of—  
*Work No. 3B*—in the event of scenario 1, scenario 2 or scenario 3, an offshore substation platform fixed to the seabed by either piled jacket or suction bucket jacket foundations within the area shown on the works plans; or



*Work No. 3C*—in the event of scenario 4, an integrated offshore substation platform fixed to the seabed by either piled jacket or suction bucket jacket foundations within the area shown on the works plans;

*Work No. 4B*—in the event of scenario 1, scenario 2 or scenario 3—

- (a) interlink cables between DEP North and DEP South within the areas shown on the works plans; and
- (b) HVAC subsea export cables between Work No. 3B and Work No. 5B along routes within the area shown on the works plans including cable protection and one or more cable crossings; or

*Work No. 4C*— in the event of scenario 4—

- (c) interlink cables between DEP North and Work No. 3C and DEP South and Work No. 3C; and
- (d) HVAC subsea export cables between Work No. 3C and Work No. 5C along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 5B*— in the event of scenario 1, scenario 2 or scenario 3, HVAC subsea export cables between Work No. 4B and Work No. 7B along routes within the area shown on the works plans including cable protection and one or more cable crossings; or

*Work No. 5C*— in the event of scenario 4, HVAC subsea export cables between Work No. 4C and Work No. 7C along routes within the area shown on the works plans including cable protection and one or more cable crossings;

*Work No. 6B*— in the event of scenario 1, scenario 2 or scenario 3, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1B, 2B, 3B, 4B and 5B; or

*Work No. 6C*— in the event of scenario 4, a temporary work area for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1B, 2B, 3C, 4C and 5C;

*Work No. 7B*— in the event of scenario 1, scenario 2 or scenario 3, landfall connection works between Work No. 5B and Work No. 8B comprising of a cable circuit and ducts seaward of MHWS within the area shown on the works plans; or

*Work No. 7C*— in the event of scenario 4, landfall connection works between Work No. 5C and Work No. 8C comprising of up to two cable circuits and ducts seaward of MHWS within the area shown on the works plans;

**4.** In connection with such Work Nos. 3A to 7A or Work Nos. 3C to 7C and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement and the provisions of this marine licence including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
- (c) the removal of material from the seabed required for the construction of Work Nos. 3B to 5B and 7B in scenario 1, 2 or 3 or 3C to 5C and 7C in scenario 4 and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave

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- clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits;
- (d) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project;
  - (e) removal of static fishing equipment;
  - (f) beacons, fenders and other navigational warning or ship impact protection works;
  - (g) disposal of drill arisings in connection with any foundation drilling up to a total of 425 cubic metres; and
  - (h) temporary deposit and removal of monitoring equipment.
5. The substances and objects authorised for deposit at sea are—
- (a) iron, steel, copper and aluminium;
  - (b) stone and rock;
  - (c) concrete and grout;
  - (d) sand and gravel;
  - (e) plastic and synthetic;
  - (f) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works and cable sandwave preparation works; and
  - (g) marine coatings, other chemicals and timber.
6. The grid coordinates for that part of the authorised project comprising Work Nos. 3B, 4B, 5B and 7B are specified below—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 20' 54,139" N	1° 24' 1,404" E
2	53° 20' 5,326" N	1° 24' 0,033" E
3	53° 19' 36,128" N	1° 24' 8,276" E
4	53° 19' 9,827" N	1° 24' 23,580" E
5	53° 18' 34,113" N	1° 25' 3,960" E
6	53° 18' 17,503" N	1° 25' 24,511" E
7	53° 18' 0,222" N	1° 25' 39,259" E
8	53° 17' 15,148" N	1° 26' 5,612" E
9	53° 17' 35,036" N	1° 25' 24,340" E
10	53° 17' 54,920" N	1° 24' 43,056" E
11	53° 18' 14,801" N	1° 24' 1,762" E
12	53° 18' 34,677" N	1° 23' 20,458" E
13	53° 18' 35,113" N	1° 22' 55,059" E
14	53° 18' 9,353" N	1° 22' 14,077" E
15	53° 18' 55,523" N	1° 20' 33,698" E
16	53° 18' 18,216" N	1° 19' 28,603" E
17	53° 18' 23,044" N	1° 19' 18,170" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
18	53° 16' 40,497" N	1° 19' 9,998" E
19	53° 15' 41,443" N	1° 19' 5,297" E
20	53° 12' 35,764" N	1° 25' 45,404" E
21	53° 12' 13,889" N	1° 25' 43,653" E
22	53° 12' 22,727" N	1° 25' 3,043" E
23	53° 12' 46,914" N	1° 24' 11,010" E
24	53° 13' 11,094" N	1° 23' 18,961" E
25	53° 13' 35,269" N	1° 22' 26,895" E
26	53° 13' 59,436" N	1° 21' 34,813" E
27	53° 13' 59,487" N	1° 21' 34,662" E
28	53° 13' 59,504" N	1° 21' 34,593" E
29	53° 13' 59,528" N	1° 21' 34,484" E
30	53° 13' 59,555" N	1° 21' 34,337" E
31	53° 13' 59,614" N	1° 21' 33,969" E
32	53° 13' 59,678" N	1° 21' 33,512" E
33	53° 13' 59,814" N	1° 21' 32,501" E
34	53° 13' 59,897" N	1° 21' 31,942" E
35	53° 13' 59,950" N	1° 21' 31,621" E
36	53° 14' 0,013" N	1° 21' 31,287" E
37	53° 14' 0,091" N	1° 21' 30,923" E
38	53° 14' 0,192" N	1° 21' 30,532" E
39	53° 14' 0,314" N	1° 21' 30,139" E
40	53° 14' 0,438" N	1° 21' 29,791" E
41	53° 14' 0,558" N	1° 21' 29,485" E
42	53° 14' 0,675" N	1° 21' 29,208" E
43	53° 14' 20,752" N	1° 20' 46,650" E
44	53° 14' 40,825" N	1° 20' 4,081" E
45	53° 15' 0,894" N	1° 19' 21,501" E
46	53° 15' 20,958" N	1° 18' 38,910" E
47	53° 15' 21,011" N	1° 18' 38,796" E
48	53° 15' 21,067" N	1° 18' 38,677" E
49	53° 15' 21,123" N	1° 18' 38,558" E
50	53° 15' 21,175" N	1° 18' 38,448" E
51	53° 15' 21,185" N	1° 18' 38,428" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
52	53° 15' 21,236" N	1° 18' 38,321" E
53	53° 15' 21,293" N	1° 18' 38,203" E
54	53° 15' 21,350" N	1° 18' 38,085" E
55	53° 15' 21,407" N	1° 18' 37,968" E
56	53° 15' 21,465" N	1° 18' 37,851" E
57	53° 15' 21,523" N	1° 18' 37,734" E
58	53° 15' 21,581" N	1° 18' 37,618" E
59	53° 15' 21,639" N	1° 18' 37,502" E
60	53° 15' 21,698" N	1° 18' 37,386" E
61	53° 15' 21,756" N	1° 18' 37,271" E
62	53° 15' 21,815" N	1° 18' 37,156" E
63	53° 15' 21,875" N	1° 18' 37,041" E
64	53° 15' 21,934" N	1° 18' 36,927" E
65	53° 15' 21,994" N	1° 18' 36,813" E
66	53° 15' 22,054" N	1° 18' 36,699" E
67	53° 15' 22,114" N	1° 18' 36,586" E
68	53° 15' 22,175" N	1° 18' 36,473" E
69	53° 15' 22,236" N	1° 18' 36,361" E
70	53° 15' 22,297" N	1° 18' 36,249" E
71	53° 15' 22,358" N	1° 18' 36,137" E
72	53° 15' 22,414" N	1° 18' 36,035" E
73	53° 15' 22,425" N	1° 18' 36,015" E
74	53° 15' 22,481" N	1° 18' 35,914" E
75	53° 15' 22,543" N	1° 18' 35,803" E
76	53° 15' 22,605" N	1° 18' 35,693" E
77	53° 15' 22,667" N	1° 18' 35,583" E
78	53° 15' 22,730" N	1° 18' 35,474" E
79	53° 15' 22,793" N	1° 18' 35,364" E
80	53° 15' 22,856" N	1° 18' 35,255" E
81	53° 15' 22,919" N	1° 18' 35,147" E
82	53° 15' 22,983" N	1° 18' 35,039" E
83	53° 15' 23,046" N	1° 18' 34,931" E
84	53° 15' 23,110" N	1° 18' 34,823" E
85	53° 15' 23,174" N	1° 18' 34,716" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
86	53° 15' 23,239" N	1° 18' 34,610" E
87	53° 15' 23,304" N	1° 18' 34,504" E
88	53° 15' 23,368" N	1° 18' 34,398" E
89	53° 15' 23,433" N	1° 18' 34,292" E
90	53° 15' 23,499" N	1° 18' 34,187" E
91	53° 15' 23,564" N	1° 18' 34,082" E
92	53° 15' 23,630" N	1° 18' 33,978" E
93	53° 15' 23,690" N	1° 18' 33,884" E
94	53° 15' 23,701" N	1° 18' 33,865" E
95	53° 15' 23,762" N	1° 18' 33,770" E
96	53° 15' 23,829" N	1° 18' 33,667" E
97	53° 15' 23,895" N	1° 18' 33,564" E
98	53° 15' 23,962" N	1° 18' 33,462" E
99	53° 15' 24,029" N	1° 18' 33,360" E
100	53° 15' 24,096" N	1° 18' 33,258" E
101	53° 15' 24,164" N	1° 18' 33,157" E
102	53° 15' 24,232" N	1° 18' 33,056" E
103	53° 15' 24,299" N	1° 18' 32,955" E
104	53° 15' 24,368" N	1° 18' 32,855" E
105	53° 15' 24,436" N	1° 18' 32,756" E
106	53° 15' 24,504" N	1° 18' 32,656" E
107	53° 15' 24,573" N	1° 18' 32,558" E
108	53° 15' 24,642" N	1° 18' 32,459" E
109	53° 15' 24,711" N	1° 18' 32,361" E
110	53° 15' 24,781" N	1° 18' 32,263" E
111	53° 15' 24,850" N	1° 18' 32,166" E
112	53° 15' 24,920" N	1° 18' 32,069" E
113	53° 15' 24,990" N	1° 18' 31,973" E
114	53° 15' 25,060" N	1° 18' 31,877" E
115	53° 15' 25,124" N	1° 18' 31,790" E
116	53° 15' 25,135" N	1° 18' 31,775" E
117	53° 15' 25,201" N	1° 18' 31,686" E
118	53° 15' 25,272" N	1° 18' 31,591" E
119	53° 15' 25,343" N	1° 18' 31,497" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
120	53° 15' 25,414" N	1° 18' 31,403" E
121	53° 15' 25,485" N	1° 18' 31,309" E
122	53° 15' 25,557" N	1° 18' 31,216" E
123	53° 15' 25,629" N	1° 18' 31,124" E
124	53° 15' 25,701" N	1° 18' 31,031" E
125	53° 15' 25,773" N	1° 18' 30,939" E
126	53° 15' 25,845" N	1° 18' 30,848" E
127	53° 15' 25,918" N	1° 18' 30,757" E
128	53° 15' 25,990" N	1° 18' 30,666" E
129	53° 15' 26,063" N	1° 18' 30,576" E
130	53° 15' 26,136" N	1° 18' 30,486" E
131	53° 15' 26,210" N	1° 18' 30,397" E
132	53° 15' 26,283" N	1° 18' 30,308" E
133	53° 15' 26,357" N	1° 18' 30,220" E
134	53° 15' 26,431" N	1° 18' 30,132" E
135	53° 15' 26,505" N	1° 18' 30,044" E
136	53° 15' 26,579" N	1° 18' 29,957" E
137	53° 15' 26,654" N	1° 18' 29,870" E
138	53° 15' 26,728" N	1° 18' 29,784" E
139	53° 15' 26,803" N	1° 18' 29,698" E
140	53° 15' 26,878" N	1° 18' 29,613" E
141	53° 15' 26,953" N	1° 18' 29,528" E
142	53° 15' 27,028" N	1° 18' 29,443" E
143	53° 15' 27,104" N	1° 18' 29,359" E
144	53° 15' 27,179" N	1° 18' 29,276" E
145	53° 15' 27,255" N	1° 18' 29,192" E
146	53° 15' 27,331" N	1° 18' 29,110" E
147	53° 15' 27,407" N	1° 18' 29,027" E
148	53° 15' 27,484" N	1° 18' 28,945" E
149	53° 15' 27,560" N	1° 18' 28,864" E
150	53° 15' 27,637" N	1° 18' 28,783" E
151	53° 15' 27,714" N	1° 18' 28,702" E
152	53° 15' 27,791" N	1° 18' 28,622" E
153	53° 15' 27,868" N	1° 18' 28,543" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
154	53° 15' 27,945" N	1° 18' 28,464" E
155	53° 15' 28,023" N	1° 18' 28,385" E
156	53° 15' 28,101" N	1° 18' 28,307" E
157	53° 15' 28,178" N	1° 18' 28,229" E
158	53° 15' 28,252" N	1° 18' 28,156" E
159	53° 15' 28,264" N	1° 18' 28,144" E
160	53° 15' 28,335" N	1° 18' 28,075" E
161	53° 15' 28,413" N	1° 18' 27,998" E
162	53° 15' 28,491" N	1° 18' 27,922" E
163	53° 15' 28,570" N	1° 18' 27,847" E
164	53° 15' 28,649" N	1° 18' 27,772" E
165	53° 15' 28,728" N	1° 18' 27,697" E
166	53° 15' 28,807" N	1° 18' 27,623" E
167	53° 15' 28,886" N	1° 18' 27,549" E
168	53° 15' 28,966" N	1° 18' 27,476" E
169	53° 15' 29,045" N	1° 18' 27,403" E
170	53° 15' 29,125" N	1° 18' 27,331" E
171	53° 15' 29,205" N	1° 18' 27,259" E
172	53° 15' 29,285" N	1° 18' 27,188" E
173	53° 15' 29,365" N	1° 18' 27,117" E
174	53° 15' 29,446" N	1° 18' 27,046" E
175	53° 15' 29,526" N	1° 18' 26,976" E
176	53° 15' 29,607" N	1° 18' 26,907" E
177	53° 15' 29,688" N	1° 18' 26,838" E
178	53° 15' 29,769" N	1° 18' 26,769" E
179	53° 15' 29,850" N	1° 18' 26,701" E
180	53° 15' 29,925" N	1° 18' 26,639" E
181	53° 15' 29,939" N	1° 18' 26,628" E
182	53° 15' 30,012" N	1° 18' 26,567" E
183	53° 15' 30,094" N	1° 18' 26,500" E
184	53° 15' 30,176" N	1° 18' 26,434" E
185	53° 15' 30,257" N	1° 18' 26,368" E
186	53° 15' 30,339" N	1° 18' 26,303" E
187	53° 15' 30,421" N	1° 18' 26,238" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
188	53° 15' 30,504" N	1° 18' 26,174" E
189	53° 15' 30,586" N	1° 18' 26,110" E
190	53° 15' 30,668" N	1° 18' 26,047" E
191	53° 15' 30,751" N	1° 18' 25,984" E
192	53° 15' 30,834" N	1° 18' 25,922" E
193	53° 15' 30,917" N	1° 18' 25,860" E
194	53° 15' 31,000" N	1° 18' 25,799" E
195	53° 15' 31,083" N	1° 18' 25,738" E
196	53° 15' 31,166" N	1° 18' 25,678" E
197	53° 15' 31,249" N	1° 18' 25,618" E
198	53° 15' 31,333" N	1° 18' 25,558" E
199	53° 15' 31,416" N	1° 18' 25,500" E
200	53° 15' 31,500" N	1° 18' 25,441" E
201	53° 15' 31,584" N	1° 18' 25,383" E
202	53° 15' 31,660" N	1° 18' 25,331" E
203	53° 15' 31,676" N	1° 18' 25,320" E
204	53° 15' 31,752" N	1° 18' 25,269" E
205	53° 15' 31,836" N	1° 18' 25,212" E
206	53° 15' 31,921" N	1° 18' 25,156" E
207	53° 15' 32,005" N	1° 18' 25,101" E
208	53° 15' 32,090" N	1° 18' 25,046" E
209	53° 15' 32,174" N	1° 18' 24,992" E
210	53° 15' 32,259" N	1° 18' 24,938" E
211	53° 15' 32,344" N	1° 18' 24,884" E
212	53° 15' 32,429" N	1° 18' 24,831" E
213	53° 15' 32,514" N	1° 18' 24,779" E
214	53° 15' 32,600" N	1° 18' 24,727" E
215	53° 15' 32,685" N	1° 18' 24,675" E
216	53° 15' 32,770" N	1° 18' 24,624" E
217	53° 15' 32,856" N	1° 18' 24,574" E
218	53° 15' 32,942" N	1° 18' 24,524" E
219	53° 15' 33,027" N	1° 18' 24,474" E
220	53° 15' 33,113" N	1° 18' 24,425" E
221	53° 15' 33,199" N	1° 18' 24,377" E



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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
222	53° 15' 33,285" N	1° 18' 24,329" E
223	53° 15' 33,364" N	1° 18' 24,286" E
224	53° 15' 33,379" N	1° 18' 24,278" E
225	53° 15' 33,458" N	1° 18' 24,234" E
226	53° 15' 33,544" N	1° 18' 24,188" E
227	53° 15' 33,631" N	1° 18' 24,142" E
228	53° 15' 33,717" N	1° 18' 24,097" E
229	53° 15' 33,804" N	1° 18' 24,052" E
230	53° 15' 33,891" N	1° 18' 24,007" E
231	53° 15' 33,978" N	1° 18' 23,963" E
232	53° 15' 34,065" N	1° 18' 23,920" E
233	53° 15' 34,152" N	1° 18' 23,877" E
234	53° 15' 34,239" N	1° 18' 23,835" E
235	53° 15' 34,326" N	1° 18' 23,793" E
236	53° 15' 34,413" N	1° 18' 23,751" E
237	53° 15' 34,501" N	1° 18' 23,710" E
238	53° 15' 34,588" N	1° 18' 23,670" E
239	53° 15' 34,676" N	1° 18' 23,630" E
240	53° 15' 34,764" N	1° 18' 23,591" E
241	53° 15' 34,851" N	1° 18' 23,552" E
242	53° 15' 34,939" N	1° 18' 23,514" E
243	53° 15' 35,027" N	1° 18' 23,476" E
244	53° 15' 35,115" N	1° 18' 23,439" E
245	53° 15' 35,195" N	1° 18' 23,405" E
246	53° 15' 35,209" N	1° 18' 23,399" E
247	53° 15' 35,291" N	1° 18' 23,366" E
248	53° 15' 35,379" N	1° 18' 23,330" E
249	53° 15' 35,468" N	1° 18' 23,295" E
250	53° 15' 35,556" N	1° 18' 23,260" E
251	53° 15' 35,645" N	1° 18' 23,226" E
252	53° 15' 35,733" N	1° 18' 23,192" E
253	53° 15' 35,822" N	1° 18' 23,159" E
254	53° 15' 35,910" N	1° 18' 23,126" E
255	53° 15' 35,999" N	1° 18' 23,094" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
256	53° 15' 36,088" N	1° 18' 23,063" E
257	53° 15' 36,177" N	1° 18' 23,032" E
258	53° 15' 36,265" N	1° 18' 23,001" E
259	53° 15' 36,354" N	1° 18' 22,971" E
260	53° 15' 36,443" N	1° 18' 22,941" E
261	53° 15' 36,533" N	1° 18' 22,912" E
262	53° 15' 36,622" N	1° 18' 22,884" E
263	53° 15' 36,711" N	1° 18' 22,856" E
264	53° 15' 36,800" N	1° 18' 22,829" E
265	53° 15' 36,890" N	1° 18' 22,802" E
266	53° 15' 36,979" N	1° 18' 22,775" E
267	53° 15' 37,069" N	1° 18' 22,749" E
268	53° 15' 37,158" N	1° 18' 22,724" E
269	53° 15' 37,247" N	1° 18' 22,699" E
270	53° 15' 37,337" N	1° 18' 22,675" E
271	53° 15' 37,427" N	1° 18' 22,651" E
272	53° 15' 37,516" N	1° 18' 22,628" E
273	53° 15' 37,606" N	1° 18' 22,605" E
274	53° 15' 37,696" N	1° 18' 22,583" E
275	53° 15' 37,786" N	1° 18' 22,561" E
276	53° 15' 37,876" N	1° 18' 22,540" E
277	53° 15' 37,966" N	1° 18' 22,520" E
278	53° 15' 38,056" N	1° 18' 22,500" E
279	53° 15' 38,146" N	1° 18' 22,480" E
280	53° 15' 38,236" N	1° 18' 22,461" E
281	53° 15' 38,326" N	1° 18' 22,442" E
282	53° 15' 38,416" N	1° 18' 22,425" E
283	53° 15' 38,506" N	1° 18' 22,407" E
284	53° 15' 38,596" N	1° 18' 22,390" E
285	53° 15' 38,686" N	1° 18' 22,374" E
286	53° 15' 38,777" N	1° 18' 22,358" E
287	53° 15' 38,867" N	1° 18' 22,343" E
288	53° 15' 38,952" N	1° 18' 22,329" E
289	53° 15' 38,966" N	1° 18' 22,326" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
290	53° 15' 39,048" N	1° 18' 22,313" E
291	53° 15' 39,138" N	1° 18' 22,300" E
292	53° 15' 39,229" N	1° 18' 22,286" E
293	53° 15' 39,319" N	1° 18' 22,274" E
294	53° 15' 39,410" N	1° 18' 22,262" E
295	53° 15' 39,500" N	1° 18' 22,250" E
296	53° 15' 39,591" N	1° 18' 22,239" E
297	53° 15' 39,681" N	1° 18' 22,228" E
298	53° 15' 39,772" N	1° 18' 22,218" E
299	53° 15' 39,862" N	1° 18' 22,209" E
300	53° 15' 39,953" N	1° 18' 22,200" E
301	53° 15' 40,044" N	1° 18' 22,191" E
302	53° 15' 40,134" N	1° 18' 22,183" E
303	53° 15' 40,225" N	1° 18' 22,176" E
304	53° 15' 40,316" N	1° 18' 22,169" E
305	53° 15' 40,406" N	1° 18' 22,163" E
306	53° 15' 40,497" N	1° 18' 22,157" E
307	53° 15' 40,588" N	1° 18' 22,152" E
308	53° 15' 40,678" N	1° 18' 22,147" E
309	53° 15' 40,769" N	1° 18' 22,143" E
310	53° 15' 40,853" N	1° 18' 22,139" E
311	53° 15' 40,868" N	1° 18' 22,139" E
312	53° 15' 40,951" N	1° 18' 22,136" E
313	53° 15' 41,041" N	1° 18' 22,133" E
314	53° 15' 41,132" N	1° 18' 22,131" E
315	53° 15' 41,223" N	1° 18' 22,129" E
316	53° 15' 41,314" N	1° 18' 22,128" E
317	53° 15' 41,405" N	1° 18' 22,128" E
318	53° 15' 41,495" N	1° 18' 22,128" E
319	53° 15' 41,586" N	1° 18' 22,128" E
320	53° 15' 41,677" N	1° 18' 22,130" E
321	53° 15' 41,768" N	1° 18' 22,131" E
322	53° 15' 41,858" N	1° 18' 22,133" E
323	53° 15' 41,949" N	1° 18' 22,136" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
324	53° 15' 42,040" N	1° 18' 22,139" E
325	53° 15' 42,131" N	1° 18' 22,143" E
326	53° 15' 42,221" N	1° 18' 22,147" E
327	53° 15' 42,312" N	1° 18' 22,152" E
328	53° 15' 42,403" N	1° 18' 22,157" E
329	53° 15' 42,494" N	1° 18' 22,163" E
330	53° 15' 42,584" N	1° 18' 22,170" E
331	53° 15' 42,671" N	1° 18' 22,176" E
332	53° 17' 29,099" N	1° 18' 30,623" E
333	53° 18' 17,849" N	1° 17' 51,100" E
334	53° 18' 52,654" N	1° 17' 33,836" E
335	53° 19' 27,459" N	1° 17' 16,563" E
336	53° 19' 41,748" N	1° 17' 0,577" E
337	53° 18' 56,531" N	1° 16' 15,330" E
338	53° 17' 53,698" N	1° 15' 55,514" E
339	53° 16' 50,863" N	1° 15' 35,713" E
340	53° 15' 48,027" N	1° 15' 15,928" E
341	53° 14' 45,190" N	1° 14' 56,158" E
342	53° 13' 42,353" N	1° 14' 36,404" E
343	53° 12' 39,514" N	1° 14' 16,665" E
344	53° 11' 36,675" N	1° 13' 56,942" E
345	53° 10' 33,834" N	1° 13' 37,234" E
346	53° 9' 56,800" N	1° 14' 32,527" E
347	53° 9' 35,524" N	1° 14' 21,148" E
348	53° 9' 4,437" N	1° 15' 9,684" E
349	53° 8' 33,344" N	1° 15' 58,201" E
350	53° 8' 2,245" N	1° 16' 46,699" E
351	53° 7' 31,141" N	1° 17' 35,177" E
352	53° 7' 12,187" N	1° 18' 5,637" E
353	53° 6' 40,142" N	1° 17' 46,074" E
354	53° 6' 8,096" N	1° 17' 26,519" E
355	53° 5' 53,359" N	1° 17' 17,530" E
356	53° 5' 36,048" N	1° 17' 6,972" E
357	53° 5' 4,000" N	1° 16' 47,433" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
358	53° 5' 3,998" N	1° 16' 47,439" E
359	53° 4' 48,834" N	1° 16' 40,042" E
360	53° 4' 23,756" N	1° 16' 27,812" E
361	53° 3' 39,216" N	1° 16' 5,715" E
362	53° 3' 4,285" N	1° 15' 45,012" E
363	53° 2' 42,819" N	1° 15' 34,383" E
364	53° 2' 18,678" N	1° 15' 22,981" E
365	53° 2' 4,608" N	1° 15' 14,913" E
366	53° 2' 1,090" N	1° 15' 12,896" E
367	53° 2' 0,211" N	1° 15' 12,392" E
368	53° 1' 59,991" N	1° 15' 12,266" E
369	53° 1' 59,771" N	1° 15' 12,140" E
370	53° 1' 59,331" N	1° 15' 11,888" E
371	53° 1' 57,573" N	1° 15' 10,880" E
372	53° 1' 50,538" N	1° 15' 6,846" E
373	53° 1' 36,320" N	1° 15' 7,829" E
374	53° 1' 32,765" N	1° 15' 8,074" E
375	53° 1' 31,876" N	1° 15' 8,136" E
376	53° 1' 31,432" N	1° 15' 8,167" E
377	53° 1' 31,321" N	1° 15' 8,174" E
378	53° 1' 31,210" N	1° 15' 8,182" E
379	53° 1' 30,988" N	1° 15' 8,197" E
380	53° 1' 29,210" N	1° 15' 8,320" E
381	53° 1' 22,101" N	1° 15' 8,812" E
382	53° 1' 9,264" N	1° 14' 55,002" E
383	53° 0' 53,523" N	1° 14' 34,350" E
384	53° 0' 37,631" N	1° 14' 15,360" E
385	53° 0' 19,626" N	1° 13' 59,138" E
386	53° 0' 4,888" N	1° 13' 45,462" E
387	52° 59' 45,135" N	1° 13' 20,396" E
388	52° 59' 8,327" N	1° 12' 31,064" E
389	52° 58' 31,514" N	1° 11' 41,754" E
390	52° 58' 3,439" N	1° 11' 1,017" E
391	52° 57' 35,361" N	1° 10' 20,295" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
392	52° 56' 54,694" N	1° 9' 27,639" E
393	52° 56' 54,694" N	1° 9' 27,604" E
394	52° 56' 54,690" N	1° 9' 27,438" E
395	52° 56' 54,680" N	1° 9' 27,273" E
396	52° 56' 54,664" N	1° 9' 27,109" E
397	52° 56' 54,643" N	1° 9' 26,945" E
398	52° 56' 54,630" N	1° 9' 26,860" E
399	52° 56' 54,631" N	1° 9' 26,827" E
400	52° 56' 54,664" N	1° 9' 25,966" E
401	52° 56' 54,694" N	1° 9' 25,197" E
402	52° 56' 54,708" N	1° 9' 24,908" E
403	52° 56' 54,755" N	1° 9' 24,108" E
404	52° 56' 54,825" N	1° 9' 22,821" E
405	52° 56' 54,902" N	1° 9' 21,380" E
406	52° 56' 54,954" N	1° 9' 20,542" E
407	52° 56' 54,988" N	1° 9' 19,874" E
408	52° 56' 55,005" N	1° 9' 19,463" E
409	52° 56' 55,021" N	1° 9' 19,228" E
410	52° 56' 55,096" N	1° 9' 18,274" E
411	52° 56' 55,133" N	1° 9' 17,756" E
412	52° 56' 55,159" N	1° 9' 17,538" E
413	52° 56' 55,187" N	1° 9' 17,240" E
414	52° 56' 55,258" N	1° 9' 16,558" E
415	52° 56' 55,336" N	1° 9' 15,883" E
416	52° 56' 55,442" N	1° 9' 14,936" E
417	52° 56' 55,566" N	1° 9' 13,609" E
418	52° 56' 55,689" N	1° 9' 12,143" E
419	52° 56' 55,724" N	1° 9' 11,700" E
420	52° 56' 55,761" N	1° 9' 11,231" E
421	52° 56' 55,789" N	1° 9' 10,675" E
422	52° 56' 55,816" N	1° 9' 10,210" E
423	52° 56' 55,838" N	1° 9' 9,767" E
424	52° 56' 55,855" N	1° 9' 9,204" E
425	52° 56' 55,878" N	1° 9' 8,627" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
426	52° 56' 55,882" N	1° 9' 8,037" E
427	52° 56' 55,885" N	1° 9' 7,479" E
428	52° 56' 55,894" N	1° 9' 6,938" E
429	52° 56' 55,906" N	1° 9' 6,520" E
430	52° 56' 55,940" N	1° 9' 5,589" E
431	52° 56' 55,960" N	1° 9' 4,555" E
432	52° 56' 55,985" N	1° 9' 3,908" E
433	52° 56' 56,007" N	1° 9' 3,035" E
434	52° 56' 56,043" N	1° 9' 2,131" E
435	52° 56' 56,081" N	1° 9' 1,281" E
436	52° 56' 56,125" N	1° 9' 0,426" E
437	52° 56' 56,138" N	1° 9' 0,083" E
438	52° 56' 56,144" N	1° 9' 0,019" E
439	52° 56' 56,142" N	1° 8' 59,955" E
440	52° 56' 56,135" N	1° 8' 59,853" E
441	52° 56' 56,120" N	1° 8' 59,728" E
442	52° 56' 56,115" N	1° 8' 59,685" E
443	52° 56' 56,113" N	1° 8' 59,636" E
444	52° 56' 56,116" N	1° 8' 59,535" E
445	52° 56' 56,126" N	1° 8' 59,396" E
446	52° 56' 56,149" N	1° 8' 59,280" E
447	52° 56' 56,156" N	1° 8' 59,130" E
448	52° 56' 56,160" N	1° 8' 59,023" E
449	52° 56' 56,159" N	1° 8' 58,921" E
450	52° 56' 56,153" N	1° 8' 58,797" E
451	52° 56' 56,149" N	1° 8' 58,711" E
452	52° 56' 56,158" N	1° 8' 58,620" E
453	52° 56' 56,166" N	1° 8' 58,567" E
454	52° 56' 56,177" N	1° 8' 58,514" E
455	52° 56' 56,199" N	1° 8' 58,436" E
456	52° 56' 56,210" N	1° 8' 58,388" E
457	52° 56' 56,221" N	1° 8' 58,336" E
458	52° 56' 56,229" N	1° 8' 58,283" E
459	52° 56' 56,234" N	1° 8' 58,224" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
460	52° 56' 56,236" N	1° 8' 58,154" E
461	52° 56' 56,232" N	1° 8' 58,084" E
462	52° 56' 56,213" N	1° 8' 57,949" E
463	52° 56' 56,196" N	1° 8' 57,851" E
464	52° 56' 56,191" N	1° 8' 57,792" E
465	52° 56' 56,190" N	1° 8' 57,727" E
466	52° 56' 56,192" N	1° 8' 57,652" E
467	52° 56' 56,200" N	1° 8' 57,578" E
468	52° 56' 56,212" N	1° 8' 57,482" E
469	52° 56' 56,230" N	1° 8' 57,392" E
470	52° 56' 56,244" N	1° 8' 57,351" E
471	52° 56' 56,255" N	1° 8' 57,303" E
472	52° 56' 56,267" N	1° 8' 57,218" E
473	52° 56' 56,273" N	1° 8' 57,122" E
474	52° 56' 56,271" N	1° 8' 56,950" E
475	52° 56' 56,256" N	1° 8' 56,751" E
476	52° 56' 56,247" N	1° 8' 56,601" E
477	52° 56' 56,242" N	1° 8' 56,536" E
478	52° 56' 56,244" N	1° 8' 56,472" E
479	52° 56' 56,260" N	1° 8' 56,361" E
480	52° 56' 56,274" N	1° 8' 56,303" E
481	52° 56' 56,285" N	1° 8' 56,239" E
482	52° 56' 56,307" N	1° 8' 56,021" E
483	52° 56' 56,320" N	1° 8' 55,647" E
484	52° 56' 56,327" N	1° 8' 55,080" E
485	52° 56' 56,337" N	1° 8' 54,834" E
486	52° 56' 56,357" N	1° 8' 54,434" E
487	52° 56' 56,378" N	1° 8' 53,980" E
488	52° 56' 56,405" N	1° 8' 53,527" E
489	52° 56' 56,442" N	1° 8' 52,977" E
490	52° 56' 56,474" N	1° 8' 52,583" E
491	52° 56' 56,485" N	1° 8' 52,402" E
492	52° 56' 56,493" N	1° 8' 52,215" E
493	52° 56' 56,496" N	1° 8' 52,018" E



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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
494	52° 56' 56,571" N	1° 8' 50,912" E
495	52° 56' 56,607" N	1° 8' 50,422" E
496	52° 56' 56,644" N	1° 8' 49,931" E
497	52° 56' 56,682" N	1° 8' 49,441" E
498	52° 56' 56,719" N	1° 8' 48,951" E
499	52° 56' 56,755" N	1° 8' 48,460" E
500	52° 56' 56,778" N	1° 8' 48,023" E
501	52° 56' 56,793" N	1° 8' 47,584" E
502	52° 56' 56,804" N	1° 8' 47,144" E
503	52° 56' 56,821" N	1° 8' 46,705" E
504	52° 56' 56,849" N	1° 8' 46,269" E
505	52° 56' 57,031" N	1° 8' 44,094" E
506	52° 56' 57,117" N	1° 8' 43,069" E
507	52° 56' 57,183" N	1° 8' 42,274" E
508	52° 56' 57,208" N	1° 8' 42,038" E
509	52° 56' 57,216" N	1° 8' 41,942" E
510	52° 56' 57,222" N	1° 8' 41,846" E
511	52° 56' 57,222" N	1° 8' 41,826" E
512	52° 56' 57,242" N	1° 8' 41,608" E
513	52° 56' 57,243" N	1° 8' 41,601" E
514	52° 56' 57,276" N	1° 8' 41,405" E
515	52° 56' 57,304" N	1° 8' 41,209" E
516	52° 56' 57,335" N	1° 8' 40,949" E
517	52° 56' 57,367" N	1° 8' 40,652" E
518	52° 56' 57,390" N	1° 8' 40,348" E
519	52° 56' 57,409" N	1° 8' 40,076" E
520	52° 56' 57,426" N	1° 8' 39,917" E
521	52° 56' 57,434" N	1° 8' 39,811" E
522	52° 56' 57,442" N	1° 8' 39,576" E
523	52° 56' 57,443" N	1° 8' 39,487" E
524	52° 56' 57,471" N	1° 8' 39,155" E
525	52° 56' 57,517" N	1° 8' 38,578" E
526	52° 56' 57,560" N	1° 8' 37,999" E
527	52° 56' 57,601" N	1° 8' 37,421" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
528	52° 56' 57,628" N	1° 8' 36,995" E
529	52° 56' 57,651" N	1° 8' 36,569" E
530	52° 56' 57,673" N	1° 8' 36,143" E
531	52° 56' 57,696" N	1° 8' 35,716" E
532	52° 56' 57,723" N	1° 8' 35,291" E
533	52° 56' 57,756" N	1° 8' 34,877" E
534	52° 56' 57,791" N	1° 8' 34,520" E
535	52° 56' 57,805" N	1° 8' 34,405" E
536	52° 56' 57,833" N	1° 8' 34,187" E
537	52° 56' 57,854" N	1° 8' 33,996" E
538	52° 56' 57,876" N	1° 8' 33,767" E
539	52° 56' 57,909" N	1° 8' 33,475" E
540	52° 56' 57,937" N	1° 8' 33,262" E
541	52° 56' 57,958" N	1° 8' 33,060" E
542	52° 56' 57,974" N	1° 8' 32,825" E
543	52° 56' 57,988" N	1° 8' 32,547" E
544	52° 56' 57,996" N	1° 8' 32,371" E
545	52° 56' 58,009" N	1° 8' 32,099" E
546	52° 56' 58,026" N	1° 8' 31,698" E
547	52° 56' 58,053" N	1° 8' 31,164" E
548	52° 56' 58,091" N	1° 8' 30,706" E
549	52° 56' 58,128" N	1° 8' 30,178" E
550	52° 56' 58,173" N	1° 8' 29,592" E
551	52° 56' 58,219" N	1° 8' 29,048" E
552	52° 56' 58,278" N	1° 8' 28,431" E
553	52° 56' 58,343" N	1° 8' 27,669" E
554	52° 56' 58,359" N	1° 8' 27,381" E
555	52° 56' 58,372" N	1° 8' 27,216" E
556	52° 56' 58,390" N	1° 8' 26,964" E
557	52° 56' 58,392" N	1° 8' 26,912" E
558	52° 56' 58,403" N	1° 8' 26,797" E
559	52° 56' 58,398" N	1° 8' 26,780" E
560	52° 56' 57,591" N	1° 8' 23,453" E
561	52° 56' 57,607" N	1° 8' 23,312" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
562	52° 56' 57,696" N	1° 8' 22,616" E
563	52° 56' 57,819" N	1° 8' 21,510" E
564	52° 56' 58,021" N	1° 8' 19,543" E
565	52° 56' 58,156" N	1° 8' 18,267" E
566	52° 56' 58,293" N	1° 8' 16,991" E
567	52° 56' 58,371" N	1° 8' 16,290" E
568	52° 56' 58,452" N	1° 8' 15,590" E
569	52° 56' 58,533" N	1° 8' 14,889" E
570	52° 56' 58,611" N	1° 8' 14,188" E
571	52° 56' 58,684" N	1° 8' 13,438" E
572	52° 56' 58,747" N	1° 8' 12,686" E
573	52° 56' 58,808" N	1° 8' 11,957" E
574	52° 56' 58,817" N	1° 8' 11,966" E
575	52° 56' 58,840" N	1° 8' 11,992" E
576	52° 56' 59,726" N	1° 8' 12,960" E
577	52° 57' 0,102" N	1° 8' 13,371" E
578	52° 57' 8,134" N	1° 8' 22,147" E
579	52° 57' 14,357" N	1° 8' 25,824" E
580	52° 57' 22,662" N	1° 8' 28,252" E
581	52° 57' 40,113" N	1° 8' 33,188" E
582	52° 57' 42,426" N	1° 8' 35,383" E
583	52° 57' 52,102" N	1° 8' 56,636" E
584	52° 58' 16,245" N	1° 10' 2,679" E
585	52° 58' 41,839" N	1° 10' 38,668" E
586	52° 59' 7,430" N	1° 11' 14,669" E
587	52° 59' 42,249" N	1° 12' 2,219" E
588	53° 0' 17,064" N	1° 12' 49,789" E
589	53° 0' 35,405" N	1° 13' 4,931" E
590	53° 0' 57,553" N	1° 13' 25,221" E
591	53° 1' 22,451" N	1° 13' 58,051" E
592	53° 1' 27,774" N	1° 14' 5,055" E
593	53° 1' 30,435" N	1° 14' 8,557" E
594	53° 1' 31,101" N	1° 14' 9,432" E
595	53° 1' 31,267" N	1° 14' 9,651" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
596	53° 1' 31,350" N	1° 14' 9,760" E
597	53° 1' 31,433" N	1° 14' 9,870" E
598	53° 1' 31,766" N	1° 14' 10,308" E
599	53° 1' 33,097" N	1° 14' 12,058" E
600	53° 1' 43,742" N	1° 14' 26,066" E
601	53° 1' 54,320" N	1° 14' 36,758" E
602	53° 1' 59,354" N	1° 14' 39,959" E
603	53° 1' 59,983" N	1° 14' 40,359" E
604	53° 2' 0,613" N	1° 14' 40,760" E
605	53° 2' 1,871" N	1° 14' 41,560" E
606	53° 2' 4,388" N	1° 14' 43,161" E
607	53° 2' 14,457" N	1° 14' 49,564" E
608	53° 3' 4,871" N	1° 15' 12,274" E
609	53° 4' 0,089" N	1° 15' 35,690" E
610	53° 4' 23,250" N	1° 15' 46,786" E
611	53° 5' 0,996" N	1° 15' 11,113" E
612	53° 5' 20,705" N	1° 14' 48,183" E
613	53° 5' 33,957" N	1° 13' 54,955" E
614	53° 5' 47,202" N	1° 13' 1,718" E
615	53° 5' 47,266" N	1° 13' 1,677" E
616	53° 5' 47,540" N	1° 13' 1,498" E
617	53° 5' 47,545" N	1° 13' 1,495" E
618	53° 5' 50,444" N	1° 12' 59,604" E
619	53° 5' 50,506" N	1° 12' 59,565" E
620	53° 6' 19,018" N	1° 12' 40,975" E
621	53° 6' 19,097" N	1° 12' 40,924" E
622	53° 6' 43,080" N	1° 12' 25,287" E
623	53° 7' 12,739" N	1° 12' 5,962" E
624	53° 7' 42,397" N	1° 11' 46,630" E
625	53° 7' 49,968" N	1° 11' 41,694" E
626	53° 10' 14,683" N	1° 12' 33,700" E
627	53° 11' 24,043" N	1° 12' 55,421" E
628	53° 12' 33,402" N	1° 13' 17,161" E
629	53° 13' 42,760" N	1° 13' 38,920" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
630	53° 14' 52,117" N	1° 14' 0,698" E
631	53° 16' 1,472" N	1° 14' 22,495" E
632	53° 17' 10,827" N	1° 14' 44,310" E
633	53° 18' 20,180" N	1° 15' 6,145" E
634	53° 19' 29,532" N	1° 15' 27,998" E
635	53° 20' 0,390" N	1° 14' 40,388" E
636	53° 19' 31,548" N	1° 13' 30,141" E
637	53° 19' 2,699" N	1° 12' 19,932" E
638	53° 19' 34,347" N	1° 11' 47,739" E
639	53° 20' 5,992" N	1° 11' 15,533" E
640	53° 20' 37,635" N	1° 10' 43,313" E
641	53° 21' 9,275" N	1° 10' 11,081" E
642	53° 21' 9,340" N	1° 11' 6,237" E
643	53° 21' 9,399" N	1° 12' 1,393" E
644	53° 21' 9,451" N	1° 12' 56,550" E
645	53° 21' 9,495" N	1° 13' 51,706" E
646	53° 21' 9,533" N	1° 14' 46,863" E
647	53° 21' 9,563" N	1° 15' 42,020" E
648	53° 21' 9,602" N	1° 17' 32,335" E
649	53° 20' 46,340" N	1° 18' 7,238" E
650	53° 20' 58,886" N	1° 18' 37,507" E
651	53° 21' 16,936" N	1° 18' 58,324" E
817	53° 21' 24,406" N	1° 19' 46,805" E
818	53° 21' 27,180" N	1° 20' 4,816" E
819	53° 21' 37,414" N	1° 21' 11,318" E
820	53° 21' 47,638" N	1° 22' 17,828" E
821	53° 21' 57,851" N	1° 23' 24,348" E
822	53° 21' 25,995" N	1° 23' 42,880" E
<b>DEP South</b>		
B.01	53° 14' 5,405" N	1° 25' 52,576" E
B.02	53° 13' 44,764" N	1° 27' 26,148" E
B.03	53° 13' 21,538" N	1° 28' 1,214" E
B.04	53° 12' 58,309" N	1° 28' 36,270" E
B.05	53° 12' 35,077" N	1° 29' 11,315" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
B.06	53° 12' 11,842" N	1° 29' 46,349" E
B.07	53° 11' 48,603" N	1° 30' 21,373" E
B.08	53° 11' 25,362" N	1° 30' 56,387" E
B.09	53° 11' 2,118" N	1° 31' 31,390" E
B.10	53° 10' 38,872" N	1° 32' 6,382" E
B.11	53° 10' 16,470" N	1° 31' 10,439" E
B.12	53° 9' 54,062" N	1° 30' 14,512" E
B.13	53° 9' 31,646" N	1° 29' 18,602" E
B.14	53° 9' 9,223" N	1° 28' 22,708" E
B.15	53° 9' 18,541" N	1° 27' 23,002" E
B.16	53° 9' 42,205" N	1° 26' 28,216" E
B.17	53° 10' 5,861" N	1° 25' 33,413" E
B.18	53° 12' 11,085" N	1° 25' 43,428" E

7. The grid coordinates for that part of the authorised project comprising Work Nos. 3C, 4C, 5C and 7C are specified below—

<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
1	53° 10' 33,834" N	1° 13' 37,234" E
2	53° 9' 56,800" N	1° 14' 32,527" E
3	53° 10' 15,091" N	1° 15' 51,276" E
4	53° 10' 33,368" N	1° 17' 10,043" E
5	53° 10' 51,630" N	1° 18' 28,829" E
6	53° 11' 9,878" N	1° 19' 47,634" E
7	53° 11' 28,112" N	1° 21' 6,458" E
8	53° 11' 46,331" N	1° 22' 25,301" E
9	53° 12' 4,536" N	1° 23' 44,163" E
10	53° 12' 22,727" N	1° 25' 3,043" E
11	53° 12' 35,764" N	1° 25' 45,404" E
12	53° 12' 13,889" N	1° 25' 43,653" E
13	53° 12' 10,720" N	1° 25' 29,896" E
14	53° 11' 51,377" N	1° 24' 6,228" E
15	53° 11' 32,018" N	1° 22' 42,581" E
16	53° 11' 12,643" N	1° 21' 18,956" E
17	53° 10' 53,251" N	1° 19' 55,352" E
18	53° 10' 33,844" N	1° 18' 31,769" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
19	53° 10' 14,420" N	1° 17' 8,207" E
20	53° 9' 54,980" N	1° 15' 44,667" E
21	53° 9' 35,524" N	1° 14' 21,148" E
22	53° 9' 4,437" N	1° 15' 9,684" E
23	53° 8' 33,344" N	1° 15' 58,201" E
24	53° 8' 2,245" N	1° 16' 46,699" E
25	53° 7' 31,141" N	1° 17' 35,177" E
26	53° 7' 12,187" N	1° 18' 5,637" E
27	53° 6' 40,142" N	1° 17' 46,074" E
28	53° 6' 8,096" N	1° 17' 26,519" E
29	53° 5' 53,359" N	1° 17' 17,530" E
30	53° 5' 36,048" N	1° 17' 6,972" E
31	53° 5' 4,000" N	1° 16' 47,433" E
32	53° 5' 3,998" N	1° 16' 47,439" E
33	53° 4' 48,834" N	1° 16' 40,042" E
34	53° 4' 23,756" N	1° 16' 27,812" E
35	53° 3' 39,216" N	1° 16' 5,715" E
36	53° 3' 4,285" N	1° 15' 45,012" E
37	53° 2' 42,819" N	1° 15' 34,383" E
38	53° 2' 18,678" N	1° 15' 22,981" E
39	53° 2' 4,608" N	1° 15' 14,913" E
40	53° 2' 1,090" N	1° 15' 12,896" E
41	53° 2' 0,211" N	1° 15' 12,392" E
42	53° 1' 59,991" N	1° 15' 12,266" E
43	53° 1' 59,771" N	1° 15' 12,140" E
44	53° 1' 59,331" N	1° 15' 11,888" E
45	53° 1' 57,573" N	1° 15' 10,880" E
46	53° 1' 50,538" N	1° 15' 6,846" E
47	53° 1' 36,320" N	1° 15' 7,829" E
48	53° 1' 32,765" N	1° 15' 8,074" E
49	53° 1' 31,876" N	1° 15' 8,136" E
50	53° 1' 31,432" N	1° 15' 8,167" E
51	53° 1' 31,321" N	1° 15' 8,174" E
52	53° 1' 31,210" N	1° 15' 8,182" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
53	53° 1' 30,988" N	1° 15' 8,197" E
54	53° 1' 29,210" N	1° 15' 8,320" E
55	53° 1' 22,101" N	1° 15' 8,812" E
56	53° 1' 9,264" N	1° 14' 55,002" E
57	53° 0' 53,523" N	1° 14' 34,350" E
58	53° 0' 37,631" N	1° 14' 15,360" E
59	53° 0' 19,626" N	1° 13' 59,138" E
60	53° 0' 4,888" N	1° 13' 45,462" E
61	52° 59' 45,135" N	1° 13' 20,396" E
62	52° 59' 8,327" N	1° 12' 31,064" E
63	52° 58' 31,514" N	1° 11' 41,754" E
64	52° 58' 3,439" N	1° 11' 1,017" E
65	52° 57' 35,361" N	1° 10' 20,295" E
66	52° 56' 54,694" N	1° 9' 27,639" E
67	52° 56' 54,694" N	1° 9' 27,604" E
68	52° 56' 54,690" N	1° 9' 27,438" E
69	52° 56' 54,680" N	1° 9' 27,273" E
70	52° 56' 54,664" N	1° 9' 27,109" E
71	52° 56' 54,643" N	1° 9' 26,945" E
72	52° 56' 54,630" N	1° 9' 26,860" E
73	52° 56' 54,631" N	1° 9' 26,827" E
74	52° 56' 54,664" N	1° 9' 25,966" E
75	52° 56' 54,694" N	1° 9' 25,197" E
76	52° 56' 54,708" N	1° 9' 24,908" E
77	52° 56' 54,755" N	1° 9' 24,108" E
78	52° 56' 54,825" N	1° 9' 22,821" E
79	52° 56' 54,902" N	1° 9' 21,380" E
80	52° 56' 54,954" N	1° 9' 20,542" E
81	52° 56' 54,988" N	1° 9' 19,874" E
82	52° 56' 55,005" N	1° 9' 19,463" E
83	52° 56' 55,021" N	1° 9' 19,228" E
84	52° 56' 55,096" N	1° 9' 18,274" E
85	52° 56' 55,133" N	1° 9' 17,756" E
86	52° 56' 55,159" N	1° 9' 17,538" E



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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
87	52° 56' 55,187" N	1° 9' 17,240" E
88	52° 56' 55,258" N	1° 9' 16,558" E
89	52° 56' 55,336" N	1° 9' 15,883" E
90	52° 56' 55,442" N	1° 9' 14,936" E
91	52° 56' 55,566" N	1° 9' 13,609" E
92	52° 56' 55,689" N	1° 9' 12,143" E
93	52° 56' 55,724" N	1° 9' 11,700" E
94	52° 56' 55,761" N	1° 9' 11,231" E
95	52° 56' 55,789" N	1° 9' 10,675" E
96	52° 56' 55,816" N	1° 9' 10,210" E
97	52° 56' 55,838" N	1° 9' 9,767" E
98	52° 56' 55,855" N	1° 9' 9,204" E
99	52° 56' 55,878" N	1° 9' 8,627" E
100	52° 56' 55,882" N	1° 9' 8,037" E
101	52° 56' 55,885" N	1° 9' 7,479" E
102	52° 56' 55,894" N	1° 9' 6,938" E
103	52° 56' 55,906" N	1° 9' 6,520" E
104	52° 56' 55,940" N	1° 9' 5,589" E
105	52° 56' 55,960" N	1° 9' 4,555" E
106	52° 56' 55,985" N	1° 9' 3,908" E
107	52° 56' 56,007" N	1° 9' 3,035" E
108	52° 56' 56,043" N	1° 9' 2,131" E
109	52° 56' 56,081" N	1° 9' 1,281" E
110	52° 56' 56,125" N	1° 9' 0,426" E
111	52° 56' 56,138" N	1° 9' 0,083" E
112	52° 56' 56,144" N	1° 9' 0,019" E
113	52° 56' 56,142" N	1° 8' 59,955" E
114	52° 56' 56,135" N	1° 8' 59,853" E
115	52° 56' 56,120" N	1° 8' 59,728" E
116	52° 56' 56,115" N	1° 8' 59,685" E
117	52° 56' 56,113" N	1° 8' 59,636" E
118	52° 56' 56,116" N	1° 8' 59,535" E
119	52° 56' 56,126" N	1° 8' 59,396" E
120	52° 56' 56,149" N	1° 8' 59,280" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
121	52° 56' 56,156" N	1° 8' 59,130" E
122	52° 56' 56,160" N	1° 8' 59,023" E
123	52° 56' 56,159" N	1° 8' 58,921" E
124	52° 56' 56,153" N	1° 8' 58,797" E
125	52° 56' 56,149" N	1° 8' 58,711" E
126	52° 56' 56,158" N	1° 8' 58,620" E
127	52° 56' 56,166" N	1° 8' 58,567" E
128	52° 56' 56,177" N	1° 8' 58,514" E
129	52° 56' 56,199" N	1° 8' 58,436" E
130	52° 56' 56,210" N	1° 8' 58,388" E
131	52° 56' 56,221" N	1° 8' 58,336" E
132	52° 56' 56,229" N	1° 8' 58,283" E
133	52° 56' 56,234" N	1° 8' 58,224" E
134	52° 56' 56,236" N	1° 8' 58,154" E
135	52° 56' 56,232" N	1° 8' 58,084" E
136	52° 56' 56,213" N	1° 8' 57,949" E
137	52° 56' 56,196" N	1° 8' 57,851" E
138	52° 56' 56,191" N	1° 8' 57,792" E
139	52° 56' 56,190" N	1° 8' 57,727" E
140	52° 56' 56,192" N	1° 8' 57,652" E
141	52° 56' 56,200" N	1° 8' 57,578" E
142	52° 56' 56,212" N	1° 8' 57,482" E
143	52° 56' 56,230" N	1° 8' 57,392" E
144	52° 56' 56,244" N	1° 8' 57,351" E
145	52° 56' 56,255" N	1° 8' 57,303" E
146	52° 56' 56,267" N	1° 8' 57,218" E
147	52° 56' 56,273" N	1° 8' 57,122" E
148	52° 56' 56,271" N	1° 8' 56,950" E
149	52° 56' 56,256" N	1° 8' 56,751" E
150	52° 56' 56,247" N	1° 8' 56,601" E
151	52° 56' 56,242" N	1° 8' 56,536" E
152	52° 56' 56,244" N	1° 8' 56,472" E
153	52° 56' 56,260" N	1° 8' 56,361" E
154	52° 56' 56,274" N	1° 8' 56,303" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
155	52° 56' 56,285" N	1° 8' 56,239" E
156	52° 56' 56,307" N	1° 8' 56,021" E
157	52° 56' 56,320" N	1° 8' 55,647" E
158	52° 56' 56,327" N	1° 8' 55,080" E
159	52° 56' 56,337" N	1° 8' 54,834" E
160	52° 56' 56,357" N	1° 8' 54,434" E
161	52° 56' 56,378" N	1° 8' 53,980" E
162	52° 56' 56,405" N	1° 8' 53,527" E
163	52° 56' 56,442" N	1° 8' 52,977" E
164	52° 56' 56,474" N	1° 8' 52,583" E
165	52° 56' 56,485" N	1° 8' 52,402" E
166	52° 56' 56,493" N	1° 8' 52,215" E
167	52° 56' 56,496" N	1° 8' 52,018" E
168	52° 56' 56,571" N	1° 8' 50,912" E
169	52° 56' 56,607" N	1° 8' 50,422" E
170	52° 56' 56,644" N	1° 8' 49,931" E
171	52° 56' 56,682" N	1° 8' 49,441" E
172	52° 56' 56,719" N	1° 8' 48,951" E
173	52° 56' 56,755" N	1° 8' 48,460" E
174	52° 56' 56,778" N	1° 8' 48,023" E
175	52° 56' 56,793" N	1° 8' 47,584" E
176	52° 56' 56,804" N	1° 8' 47,144" E
177	52° 56' 56,821" N	1° 8' 46,705" E
178	52° 56' 56,849" N	1° 8' 46,269" E
179	52° 56' 57,031" N	1° 8' 44,094" E
180	52° 56' 57,117" N	1° 8' 43,069" E
181	52° 56' 57,183" N	1° 8' 42,274" E
182	52° 56' 57,208" N	1° 8' 42,038" E
183	52° 56' 57,216" N	1° 8' 41,942" E
184	52° 56' 57,222" N	1° 8' 41,846" E
185	52° 56' 57,222" N	1° 8' 41,826" E
186	52° 56' 57,242" N	1° 8' 41,608" E
187	52° 56' 57,243" N	1° 8' 41,601" E
188	52° 56' 57,276" N	1° 8' 41,405" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
189	52° 56' 57,304" N	1° 8' 41,209" E
190	52° 56' 57,335" N	1° 8' 40,949" E
191	52° 56' 57,367" N	1° 8' 40,652" E
192	52° 56' 57,390" N	1° 8' 40,348" E
193	52° 56' 57,409" N	1° 8' 40,076" E
194	52° 56' 57,426" N	1° 8' 39,917" E
195	52° 56' 57,434" N	1° 8' 39,811" E
196	52° 56' 57,442" N	1° 8' 39,576" E
197	52° 56' 57,443" N	1° 8' 39,487" E
198	52° 56' 57,471" N	1° 8' 39,155" E
199	52° 56' 57,517" N	1° 8' 38,578" E
200	52° 56' 57,560" N	1° 8' 37,999" E
201	52° 56' 57,601" N	1° 8' 37,421" E
202	52° 56' 57,628" N	1° 8' 36,995" E
203	52° 56' 57,651" N	1° 8' 36,569" E
204	52° 56' 57,673" N	1° 8' 36,143" E
205	52° 56' 57,696" N	1° 8' 35,716" E
206	52° 56' 57,723" N	1° 8' 35,291" E
207	52° 56' 57,756" N	1° 8' 34,877" E
208	52° 56' 57,791" N	1° 8' 34,520" E
209	52° 56' 57,805" N	1° 8' 34,405" E
210	52° 56' 57,833" N	1° 8' 34,187" E
211	52° 56' 57,854" N	1° 8' 33,996" E
212	52° 56' 57,876" N	1° 8' 33,767" E
213	52° 56' 57,909" N	1° 8' 33,475" E
214	52° 56' 57,937" N	1° 8' 33,262" E
215	52° 56' 57,958" N	1° 8' 33,060" E
216	52° 56' 57,974" N	1° 8' 32,825" E
217	52° 56' 57,988" N	1° 8' 32,547" E
218	52° 56' 57,996" N	1° 8' 32,371" E
219	52° 56' 58,009" N	1° 8' 32,099" E
220	52° 56' 58,026" N	1° 8' 31,698" E
221	52° 56' 58,053" N	1° 8' 31,164" E
222	52° 56' 58,091" N	1° 8' 30,706" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
223	52° 56' 58,128" N	1° 8' 30,178" E
224	52° 56' 58,173" N	1° 8' 29,592" E
225	52° 56' 58,219" N	1° 8' 29,048" E
226	52° 56' 58,278" N	1° 8' 28,431" E
227	52° 56' 58,343" N	1° 8' 27,669" E
228	52° 56' 58,359" N	1° 8' 27,381" E
229	52° 56' 58,372" N	1° 8' 27,216" E
230	52° 56' 58,390" N	1° 8' 26,964" E
231	52° 56' 58,392" N	1° 8' 26,912" E
232	52° 56' 58,403" N	1° 8' 26,797" E
233	52° 56' 58,398" N	1° 8' 26,780" E
234	52° 56' 57,591" N	1° 8' 23,453" E
235	52° 56' 57,607" N	1° 8' 23,312" E
236	52° 56' 57,696" N	1° 8' 22,616" E
237	52° 56' 57,819" N	1° 8' 21,510" E
238	52° 56' 58,021" N	1° 8' 19,543" E
239	52° 56' 58,156" N	1° 8' 18,267" E
240	52° 56' 58,293" N	1° 8' 16,991" E
241	52° 56' 58,371" N	1° 8' 16,290" E
242	52° 56' 58,452" N	1° 8' 15,590" E
243	52° 56' 58,533" N	1° 8' 14,889" E
244	52° 56' 58,611" N	1° 8' 14,188" E
245	52° 56' 58,684" N	1° 8' 13,438" E
246	52° 56' 58,747" N	1° 8' 12,686" E
247	52° 56' 58,808" N	1° 8' 11,957" E
248	52° 56' 58,817" N	1° 8' 11,966" E
249	52° 56' 58,840" N	1° 8' 11,992" E
250	52° 56' 59,726" N	1° 8' 12,960" E
251	52° 57' 0,102" N	1° 8' 13,371" E
252	52° 57' 8,134" N	1° 8' 22,147" E
253	52° 57' 14,357" N	1° 8' 25,824" E
254	52° 57' 22,662" N	1° 8' 28,252" E
255	52° 57' 40,113" N	1° 8' 33,188" E
256	52° 57' 42,426" N	1° 8' 35,383" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
257	52° 57' 52,102" N	1° 8' 56,636" E
258	52° 58' 16,245" N	1° 10' 2,679" E
259	52° 58' 41,839" N	1° 10' 38,668" E
260	52° 59' 7,430" N	1° 11' 14,669" E
261	52° 59' 42,249" N	1° 12' 2,219" E
262	53° 0' 17,064" N	1° 12' 49,789" E
263	53° 0' 35,405" N	1° 13' 4,931" E
264	53° 0' 57,553" N	1° 13' 25,221" E
265	53° 1' 22,451" N	1° 13' 58,051" E
266	53° 1' 27,774" N	1° 14' 5,055" E
267	53° 1' 30,435" N	1° 14' 8,557" E
268	53° 1' 31,101" N	1° 14' 9,432" E
269	53° 1' 31,267" N	1° 14' 9,651" E
270	53° 1' 31,350" N	1° 14' 9,760" E
271	53° 1' 31,433" N	1° 14' 9,870" E
272	53° 1' 31,766" N	1° 14' 10,308" E
273	53° 1' 33,097" N	1° 14' 12,058" E
274	53° 1' 43,742" N	1° 14' 26,066" E
275	53° 1' 54,320" N	1° 14' 36,758" E
276	53° 1' 59,354" N	1° 14' 39,959" E
277	53° 1' 59,983" N	1° 14' 40,359" E
278	53° 2' 0,613" N	1° 14' 40,760" E
279	53° 2' 1,871" N	1° 14' 41,560" E
280	53° 2' 4,388" N	1° 14' 43,161" E
281	53° 2' 14,457" N	1° 14' 49,564" E
282	53° 3' 4,871" N	1° 15' 12,274" E
283	53° 4' 0,089" N	1° 15' 35,690" E
284	53° 4' 23,250" N	1° 15' 46,786" E
285	53° 5' 0,996" N	1° 15' 11,113" E
286	53° 5' 20,705" N	1° 14' 48,183" E
287	53° 5' 33,957" N	1° 13' 54,955" E
288	53° 5' 47,202" N	1° 13' 1,718" E
289	53° 5' 47,266" N	1° 13' 1,677" E
290	53° 5' 47,266" N	1° 13' 1,676" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
291	53° 5' 47,540" N	1° 13' 1,498" E
292	53° 5' 47,545" N	1° 13' 1,495" E
293	53° 5' 50,444" N	1° 12' 59,604" E
294	53° 5' 50,506" N	1° 12' 59,565" E
295	53° 6' 19,018" N	1° 12' 40,975" E
296	53° 6' 19,097" N	1° 12' 40,924" E
297	53° 6' 42,962" N	1° 12' 25,364" E
298	53° 6' 43,080" N	1° 12' 25,287" E
299	53° 7' 12,739" N	1° 12' 5,962" E
300	53° 7' 42,397" N	1° 11' 46,630" E
301	53° 7' 49,968" N	1° 11' 41,694" E
302	53° 8' 12,055" N	1° 11' 27,290" E
303	53° 8' 41,711" N	1° 11' 7,942" E
304	53° 8' 41,717" N	1° 11' 7,938" E
305	53° 8' 49,191" N	1° 11' 3,065" E
306	53° 8' 49,206" N	1° 11' 3,056" E
307	53° 8' 57,559" N	1° 10' 57,610" E
308	53° 8' 57,564" N	1° 10' 57,607" E
309	53° 8' 58,833" N	1° 10' 56,779" E
310	53° 8' 58,859" N	1° 10' 56,762" E
311	53° 9' 10,110" N	1° 10' 9,689" E
312	53° 9' 21,357" N	1° 9' 22,609" E
313	53° 9' 32,598" N	1° 8' 35,522" E
314	53° 9' 43,834" N	1° 7' 48,428" E
315	53° 9' 55,065" N	1° 7' 1,328" E
316	53° 10' 6,290" N	1° 6' 14,221" E
317	53° 10' 17,511" N	1° 5' 27,107" E
318	53° 10' 28,726" N	1° 4' 39,986" E
319	53° 10' 46,425" N	1° 3' 19,628" E
320	53° 11' 4,109" N	1° 1' 59,252" E
321	53° 11' 31,621" N	1° 2' 25,520" E
322	53° 11' 59,131" N	1° 2' 51,798" E
323	53° 12' 26,640" N	1° 3' 18,084" E
324	53° 12' 54,148" N	1° 3' 44,380" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
325	53° 13' 21,654" N	1° 4' 10,686" E
326	53° 13' 49,158" N	1° 4' 37,000" E
327	53° 14' 16,661" N	1° 5' 3,324" E
328	53° 14' 44,162" N	1° 5' 29,657" E
329	53° 14' 10,501" N	1° 6' 22,744" E
330	53° 13' 36,833" N	1° 7' 15,807" E
331	53° 13' 3,158" N	1° 8' 8,847" E
332	53° 12' 29,477" N	1° 9' 1,864" E
333	53° 11' 55,788" N	1° 9' 54,857" E
334	53° 11' 22,093" N	1° 10' 47,828" E
335	53° 10' 48,391" N	1° 11' 40,775" E
336	53° 10' 14,683" N	1° 12' 33,700" E
337	53° 11' 24,043" N	1° 12' 55,421" E
338	53° 12' 33,402" N	1° 13' 17,161" E
339	53° 13' 42,760" N	1° 13' 38,920" E
340	53° 14' 52,117" N	1° 14' 0,698" E
341	53° 16' 1,472" N	1° 14' 22,495" E
342	53° 17' 10,827" N	1° 14' 44,310" E
343	53° 18' 20,180" N	1° 15' 6,145" E
344	53° 19' 29,532" N	1° 15' 27,998" E
345	53° 20' 0,390" N	1° 14' 40,388" E
348	53° 19' 41,748" N	1° 17' 0,577" E
349	53° 18' 56,531" N	1° 16' 15,330" E
350	53° 17' 53,698" N	1° 15' 55,514" E
351	53° 16' 50,863" N	1° 15' 35,713" E
352	53° 15' 48,027" N	1° 15' 15,928" E
353	53° 14' 45,190" N	1° 14' 56,158" E
354	53° 13' 42,353" N	1° 14' 36,404" E
355	53° 12' 39,514" N	1° 14' 16,665" E
356	53° 11' 36,675" N	1° 13' 56,942" E
<b>DEP North</b>		
A.01	53° 19' 31,548" N	1° 13' 30,141" E
A.02	53° 19' 2,699" N	1° 12' 19,932" E
A.03	53° 19' 34,347" N	1° 11' 47,739" E



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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
A.04	53° 20' 5,992" N	1° 11' 15,533" E
A.05	53° 20' 37,635" N	1° 10' 43,313" E
A.06	53° 21' 9,275" N	1° 10' 11,081" E
A.07	53° 21' 9,340" N	1° 11' 6,237" E
A.08	53° 21' 9,399" N	1° 12' 1,393" E
A.09	53° 21' 9,451" N	1° 12' 56,550" E
A.10	53° 21' 9,495" N	1° 13' 51,706" E
A.11	53° 21' 9,533" N	1° 14' 46,863" E
A.12	53° 21' 9,563" N	1° 15' 42,020" E
A.13	53° 21' 9,584" N	1° 16' 30,130" E
A.14	53° 21' 9,602" N	1° 17' 32,335" E
A.15	53° 20' 46,340" N	1° 18' 7,238" E
A.16	53° 20' 58,886" N	1° 18' 37,507" E
A.17	53° 21' 16,936" N	1° 18' 58,324" E
A.18	53° 21' 24,406" N	1° 19' 46,805" E
A.19	53° 21' 27,180" N	1° 20' 4,816" E
A.20	53° 21' 37,414" N	1° 21' 11,318" E
A.21	53° 21' 47,638" N	1° 22' 17,828" E
A.22	53° 21' 57,851" N	1° 23' 24,348" E
A.23	53° 21' 25,995" N	1° 23' 42,880" E
A.24	53° 20' 54,139" N	1° 24' 1,404" E
A.25	53° 20' 5,326" N	1° 24' 0,033" E
A.26	53° 19' 36,128" N	1° 24' 8,276" E
A.27	53° 19' 9,827" N	1° 24' 23,580" E
A.28	53° 18' 34,113" N	1° 25' 3,960" E
A.29	53° 18' 17,503" N	1° 25' 24,511" E
A.30	53° 18' 0,222" N	1° 25' 39,259" E
A.31	53° 17' 15,148" N	1° 26' 5,612" E
A.32	53° 17' 35,036" N	1° 25' 24,340" E
A.33	53° 17' 54,920" N	1° 24' 43,056" E
A.34	53° 18' 14,801" N	1° 24' 1,762" E
A.35	53° 18' 34,677" N	1° 23' 20,458" E
A.36	53° 18' 35,113" N	1° 22' 55,059" E
A.37	53° 18' 9,353" N	1° 22' 14,077" E

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<i>Point ID</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
A.38	53° 18' 55,523" N	1° 20' 33,698" E
A.39	53° 18' 18,216" N	1° 19' 28,603" E
A.40	53° 18' 23,044" N	1° 19' 18,170" E
A.41	53° 16' 40,497" N	1° 19' 9,998" E
A.42	53° 17' 29,099" N	1° 18' 30,623" E
A.43	53° 18' 17,849" N	1° 17' 51,100" E
A.44	53° 18' 52,654" N	1° 17' 33,836" E
A.45	53° 19' 27,459" N	1° 17' 16,563" E
<b>DEP South</b>		
B.01	53° 14' 5,405" N	1° 25' 52,576" E
B.02	53° 13' 44,764" N	1° 27' 26,148" E
B.03	53° 13' 21,538" N	1° 28' 1,214" E
B.04	53° 12' 58,309" N	1° 28' 36,270" E
B.05	53° 12' 35,077" N	1° 29' 11,315" E
B.06	53° 12' 11,842" N	1° 29' 46,349" E
B.07	53° 11' 48,603" N	1° 30' 21,373" E
B.08	53° 11' 25,362" N	1° 30' 56,387" E
B.09	53° 11' 2,118" N	1° 31' 31,390" E
B.10	53° 10' 38,872" N	1° 32' 6,382" E
B.11	53° 10' 16,470" N	1° 31' 10,439" E
B.12	53° 9' 54,062" N	1° 30' 14,512" E
B.13	53° 9' 31,646" N	1° 29' 18,602" E
B.14	53° 9' 9,223" N	1° 28' 22,708" E
B.15	53° 9' 18,541" N	1° 27' 23,002" E
B.16	53° 9' 42,205" N	1° 26' 28,216" E
B.17	53° 10' 5,861" N	1° 25' 33,413" E
B.18	53° 12' 11,085" N	1° 25' 43,428" E

8. This marine licence remains in force until the authorised project has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

9. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this marine licence except that the provisions of section 72(7) and (8) relating to the transfer of the marine licence apply only to a transfer not falling within article 5 (benefit of order) of the Order.

**10.**—(1) With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this marine licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement and approval of an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

**11.** Should the undertaker become aware that any of the information on which the granting of this marine licence was based was materially false or misleading, the undertaker must notify the MMO of this fact in writing as soon as is reasonably practicable. The undertaker must explain in writing what information was materially false or misleading and must provide to the MMO the correct information.

## PART 2

### Conditions

#### Design parameters

##### *Offshore Substation Platform*

**1.**—(1) The dimensions of the offshore substation platform in Work No. 3B or 3C (excluding towers, masts and cranes) must not exceed—

- (a) 70 metres in length;
- (b) 40 metres in width; or
- (c) 50 metres in height above HAT.

(2) Offshore substation platform foundation in Work No. 3B or 3C must be of one of the following foundation options: piled jacket or suction bucket jacket.

(3) The offshore substation platform foundation in Work No. 3B or 3C must not—

- (a) have more than four legs;
- (b) have more than eight piles;
- (c) have a pile diameter exceeding 3.5 metres;
- (d) employ a hammer energy during installation exceeding 3,000 kilojoules;
- (e) have a seabed footprint (excluding subsea scour protection) exceeding 452 square metres;  
or
- (f) have a seabed footprint (including subsea scour protection) exceeding 4,761 square metres.

(4) The total amount of scour protection for the offshore substation platform in Work No. 3B or 3C must not exceed 4,054 square metres.

(5) The total volume of scour protection for the offshore substation platform in Work No. 3B or 3C must not exceed 7,297 cubic metres.

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### *Cables and cable protection*

2.—(1) In the event of scenario 1, scenario 2, scenario 3 within Work Nos. 3B to 5B the offshore export cables must not, in total—

- (a) exceed one in number;
- (b) exceed 62 kilometres in length;
- (c) exceed four cable crossings;
- (d) have cable protection (including cable crossings) exceeding 9,504 square metres in area; or
- (e) have cable protection (including cable crossings) exceeding 6,885 cubic metres in volume.

(2) In the event of scenario 1, scenario 2 or scenario 3, within Work Nos. 4B the interlink cables must not, in total—

- (a) exceed three in number;
- (b) exceed 66 kilometres in length;
- (c) exceed six cable crossings;
- (d) have cable protection (including cable crossings) exceeding 6,708 square metres in area; or
- (e) have cable protection (including cable crossings) exceeding 1,896 cubic metres in volume.

(3) In the event of scenario 4 within Work Nos. 3C to 5C, the offshore export cables must not, in total—

- (a) exceed two in number;
- (b) exceed 80 kilometres in length;
- (c) exceed eight cable crossings;
- (d) have cable protection (including cable crossings) exceeding 16,008 square metres in area;  
or
- (e) have cable protection (including cable crossings) exceeding 12,645 cubic metres in volume.

(4) In the event of scenario 4, within Work Nos. 4C the interlink cables must not, in total—

- (a) exceed seven in number;
- (b) exceed 154 kilometres in length;
- (c) exceed six cable crossings;
- (d) have cable protection (including cable crossings) exceeding 12,708 square metres in area;  
or
- (e) have cable protection (including cable crossings) exceeding 3,396 cubic metres in volume.

### **Scenarios and Phases of authorised project**

3.—(1) The authorised project must not be commenced until a notification has been submitted to the MMO as to whether the undertaker intends to commence scenario 1, scenario 2, scenario 3 or scenario 4.

(2) The notification required under sub-paragraph (1) must be submitted to the MMO prior to submission of the written scheme to be submitted for approval under sub-paragraph (3).

(3) The authorised project must not be commenced until a written scheme setting out (with regards to the relevant scenario notified under sub-paragraph (1)) the phases of construction of the authorised project has been submitted to and approved in writing by the MMO.

(4) Any subsequent amendments to the written scheme submitted for approval under sub-paragraph (3) must be submitted to, and approved by, the MMO.

(5) The written scheme submitted for approval under sub-paragraph (3) must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved in accordance with sub-paragraph (4).

#### **Vessels under the undertaker's control**

4. The undertaker must issue to operators of vessels under the undertaker's control operating within the Order limits a code of conduct to reduce risk of injury to marine mammals.

#### **Extension of time periods**

5. Any time period given in this marine licence to either the undertaker or the MMO may be extended with the agreement of the other party, such agreement not to be unreasonably withheld or delayed.

#### **Notifications and inspections**

6.—(1) The undertaker must ensure that—

(a) a copy of this marine licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 16;

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 16; and

(b) within 28 days of receipt of a copy of this marine licence and any subsequent amendments or revisions to it, those persons referred to in sub-paragraph (1)(a) must confirm receipt of this marine licence in writing to the MMO.

(2) Only those persons and vessels notified to the MMO in accordance with condition 16 are permitted to carry out the licensed activities.

(3) Copies of this marine licence must also be available for inspection at the following locations—

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3).

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during the construction and operation of the authorised project.

(6) The undertaker must inform the MMO local office in writing at least five days prior to the commencement of the licensed activities or any part of them and within five days of the completion of the licensed activity.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to [kingfisher@seafish.co.uk](mailto:kingfisher@seafish.co.uk) of details of the vessel routes, timings and locations relating to the construction of the authorised project or relevant part—

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- (a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;
  - (b) on completion of construction of all offshore activities,
- and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised project or any part thereof advising of the start date of each of Work Nos. 3B, 4B, 5B, 6B and 7B in the event of scenario 1, scenario 2 or scenario 3 or 3C, 4C, 5C, 6C and 7C in the event of scenario 4 and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations (or otherwise agreed) and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under condition 12(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify UKHO of—

- (a) commencement of the licensed activities at least ten working days prior to commencement; and
- (b) completion (within fourteen days) of the authorised project or any part thereof

in order that all necessary amendments to nautical charts are made. Copies of all notices must be provided to the MMO and MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised project or any part thereof, excluding the exposure of cables, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and UKHO.

(12) In case of the exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners and inform the Kingfisher Information Service of Seafish of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

### **Aids to navigation**

7.—(1) The undertaker must during the whole of the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation, as Trinity House may from time to time direct.

(2) The undertaker must during the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project keep Trinity House and the MMO informed of progress of the authorised project including—

- (a) notice of commencement of construction of the authorised project within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 12(1)(h) using the reporting system provided by Trinity House.

(4) The undertaker must during the period from commencement of the licensed activities to completion of decommissioning of the authorised project notify Trinity House and the MMO of any

failure of the aids to navigation, and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 6(11) and condition 6(12) are invoked the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

### **Colouring of structures**

8. Except as otherwise required by Trinity House the undertaker must paint all structures forming part of the authorised project yellow (colour code RAL 1023) from at least HAT to a height as directed by Trinity House. Unless the MMO otherwise directs, the undertaker must paint the remainder of the structures grey (colour code RAL 7035).

### **Aviation safety**

9.—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by the Air Navigation Order 2016 and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, at least 14 days prior to the commencement of the authorised project, in writing of the following information—

- (a) the date of the commencement of construction of the authorised project;
- (b) the date any offshore substation platforms are brought into use;
- (c) the maximum height of any construction equipment to be used;
- (d) the maximum height of each offshore substation platform to be constructed;
- (e) the latitude and longitude of each offshore substation platform to be constructed;

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised project. Copies of notifications must be provided to the MMO within five days.

### **Chemicals, drilling and debris**

10.—(1) Unless otherwise agreed in writing by the MMO, the carriage and use of chemicals in the construction of the authorised project must comply with the International Convention for the Prevention of Pollution from Ships 1973 as modified by the Protocol of 1978 relating thereto and by the Protocol of 1997.

(2) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110 percent of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this marine licence by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

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(5) The undertaker must ensure that only inert material of natural origin, produced during pre-sweeping sandwave clearance where relevant, the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

(6) The undertaker must ensure that any rock material used in the construction of the authorised project is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised project is misplaced or lost below MHWS, the undertaker must report the loss in writing to the local enforcement office within 24 hours and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

(8) The undertaker must ensure that no waste, concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas must be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 12(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

### **Force majeure**

**11.** If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

### **Pre-construction plans and documentation**

**12.—(1)** The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA and UKHO as appropriate—

- (a) a plan prepared in accordance with the layout commitments setting out proposed details of the authorised project, including the—
  - (i) number, dimensions, specification, foundation type(s) and depth for each wind turbine generator, offshore platform and substation;
  - (ii) the grid coordinates of the centre point of the proposed location for each wind turbine generator, platform and substation;
  - (iii) proposed layout of all cables;
  - (iv) location and specification of all other aspects of the authorised project; and
  - (v) any exclusion zones or micro-siting requirements identified pursuant to 12(1)(f) (v) or relating to any benthic habitats of conservation, ecological or economic importance constituting Annex I reef habitats identified as part of surveys undertaken in accordance with condition 17;



to ensure conformity with the description of Work Nos. 3B to 7B in the event of scenario 1, 2 or 3, or 3C to 5C and 7C in the event of scenario 4 and compliance with conditions 1 and 2;

- (b) a construction programme and monitoring plan (which accords with the offshore in principle monitoring plan) which, save in respect information submitted pursuant to sub- paragraph (b)(iii)(aa), is to be submitted to the MMO at least six months prior to commencement of licensed activities and to include details of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant, delivery of materials and installation works;
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with conditions 17, 18 and 19 to be submitted to the MMO in accordance with the following (unless otherwise agreed in writing with the MMO)—
    - (aa) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
    - (bb) at least four months prior to construction, detail on construction monitoring; and
    - (cc) at least four months prior to commissioning, detail of post-construction (and operational) monitoring;
  - (iv) an indicative written construction programme for all offshore substation platforms and cables including fibre optic cables comprised in the works at Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
- (c) a construction method statement in accordance with the construction methods assessed in the environmental statement, including details of—
  - (i) cable specification, installation and monitoring for cables located outside of the Cromer Shoal Chalk Beds Marine Conservation Zone to include—
    - (aa) the technical specification of cables below MHWS;
    - (bb) a detailed cable laying plan for the authorised project, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
    - (cc) proposals for monitoring cables including cable protection until the authorised project is decommissioned which includes a risk-based approach to the management of unburied or shallow buried cables;
  - (ii) scour protection and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;
  - (iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(a)(i);

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- (iv) advisory safe passing distances for vessels around construction sites;
  - (v) contractors;
  - (vi) vessels and vessel transit corridors;
  - (vii) associated ancillary works; and
  - (viii) guard vessels to be employed;
- (d) a project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised project in relation to all activities carried out;
  - (ii) a chemical risk assessment, including information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) the appointment and responsibilities of a fisheries liaison officer;
  - (v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities; and
  - (vi) procedures, which must be adopted within vessel transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red throated diver;
  - (vii) a code of conduct for vessel operators to reduce risk of injury to mammals;
- (e) a cable specification, installation and monitoring plan for the installation of cables within the Cromer Shoal Chalk Beds Marine Conservation Zone (in accordance with the outline Cromer Shoal Chalk Beds Marine Conservation Zone cable specification, installation and monitoring plan);
- (f) an archaeological written scheme of investigation in relation to the offshore Order limits seaward of MHWS, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—
- (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
  - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
  - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
  - (v) monitoring of archaeological exclusion zones during and post construction;
  - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS ('Online Access to the Index of archaeological investigations') form with a digital copy of the report within six months of completion of construction of the authorised

- scheme, and to notify the MMO and Historic England that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;
- (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and
  - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities;
- (g) an offshore operations and maintenance plan (in accordance with the outline offshore operations and maintenance plan), to be submitted to the MMO at least six months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase;
  - (h) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House specifying how the undertaker will ensure compliance with condition 7 from the commencement of construction of the authorised project to the completion of decommissioning;
  - (i) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol (in accordance with the draft marine mammal mitigation protocol), the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies, to be submitted to the MMO at least six months prior to commencement of licensed activities;
  - (j) a mitigation scheme for any benthic habitats of conservation, ecological and/or economic importance constituting Annex I reef habitats and including the designated features of the MCZ identified by the survey referred to in condition 17(4)(a) and in accordance with the offshore in principle monitoring plan;
  - (k) an ornithological monitoring plan setting out the circumstances in which ornithological monitoring will be required and the monitoring to be carried out in such circumstances to be submitted to the MMO at least six months prior to commencement of licensed activities; and
  - (l) a navigation management plan to manage crew transfer vessels (including daughter craft) during the construction and operation of the authorised project.
- (2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific outline written scheme of investigation (which must accord with the details set out in the outline written scheme of investigation (offshore)) which has been submitted to and approved by the MMO.

### **Site Integrity Plan**

**13.—**(1) No piling activities can take place until a Site Integrity Plan (“SIP”), which accords with the principles set out in the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (“SNS SAC”) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

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(3) The SIP must be submitted in writing to the MMO no later than six months prior to the commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the preconstruction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the Project, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

**14.—**(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 12 must be submitted for approval at least four months before the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The MMO must determine an application for approval made under conditions 12 and 13 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under conditions 12 and 13, unless otherwise agreed in writing by the MMO.

### **Offshore safety management**

**15.** No part of the authorised project may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised project contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it) and its annexes.

### **Reporting of engaged agents, contractors and vessels**

**16.—**(1) The undertaker must provide the following information in writing to the MMO—

- (a) the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised project a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) The undertaker must notify the MMO in writing of any vessel being used to carry on any licensed activity listed in this marine licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity. Notification must include the master’s name, vessel type, vessel IMO number and vessel owner or operating company.

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

### **Pre-construction monitoring and surveys**

**17.—**(1) The undertaker must, in discharging condition 12(1)(b), submit a monitoring plan or plans in accordance with the offshore in principle monitoring plan for written approval in writing by the MMO in consultation with the relevant statutory nature conservation body, which must contain

details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

(2) The survey proposals submitted under sub-paragraph (1) must be in general accordance with the principles set out in the offshore in principle monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The baseline report proposals submitted under sub-paragraph (1) must ensure that the outcome of the agreed surveys, together with existing data and reports, are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(4) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) an appropriate survey to determine the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats in the parts of the Order limits in which it is proposed to carry out construction works;
- (b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works;
- (c) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 12(1)(i); and
- (d) any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 12(1)(k).

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

### **Construction monitoring and surveys**

**18.**—(1) The undertaker must, in discharging condition 12(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring and surveys including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives.

(2) In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees in writing.

(3) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) The results of the initial noise measurements monitored in accordance with sub-paragraph (2) must be provided to the MMO within six weeks of the installation of the first four piled foundations. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the reasonable opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

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(5) The undertaker must carry out the surveys specified in the construction monitoring plan in accordance with that plan, including any further noise monitoring required in writing by the MMO under sub-paragraph (4), unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) Construction monitoring must include vessel traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring at the end of each year of the construction period to the MMO, MCA and Trinity House.

(7) In the event that piled foundations are proposed to be used, the details submitted in accordance with the marine mammal mitigation protocol must include proposals for monitoring marine mammals.

### **Post-construction monitoring and surveys**

**19.**—(1) The undertaker must, in discharging condition 12(1)(b), submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of proposed post-construction monitoring and surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

(2) The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to—

- (a) undertake an appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;
- (b) undertake, within twelve months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;
- (c) undertake any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 12(1)(k);
- (d) undertake post-construction traffic monitoring in accordance with the outline marine traffic monitoring plan, including the provision of reports on the results of that monitoring to the MMO, the MCA and Trinity House;
- (e) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 12(1)(i); and
- (f) undertake monitoring of cables installed within the Cromer Shoal Chalk Beds MCZ in accordance with any monitoring required by the cable specification, installation and monitoring plan for the installation of cables within the Cromer Shoal Chalk Beds Marine Conservation Zone submitted in accordance with condition 12(1)(e).

(4) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(5) Following installation of cables, the cable monitoring plans required under conditions 12(1)(c) and 12(1)(e) must be updated with the results of the post installation surveys. The plans must be implemented until the authorised scheme is decommissioned and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

(6) In the event that the reports provided to the MMO under sub-paragraph (4) identify a need for additional monitoring, the requirement for any additional monitoring will be agreed with the MMO in writing and implemented as agreed.

(7) In the event that the reports provided to the MMO under sub-paragraph (4) identify impacts which are unanticipated and or beyond those predicted within the Environmental Statement and the Habitats Regulations Assessment, an adaptive management plan to reduce effects to within what was predicted with the Environmental Statement and Habitats Regulations Assessment, unless otherwise agreed in writing by the MMO, must be submitted alongside the monitoring reports submitted under sub-paragraph (4). This plan must be agreed with the MMO in consultation with the relevant statutory nature conservation bodies to reduce effects to an agreed suitable level for the project. Any such agreed and approved adaptive management or mitigation should be implemented and monitored in full to a timetable agreed in writing with the MMO. In the event that this adaptive management or mitigation requires a separate consent, the undertaker shall apply for such consent. Where a separate consent is required to undertake the agreed adaptive management or mitigation, the undertaker shall only be required to undertake the adaptive management or mitigation once the consent is granted.

### **Reporting of scour and cable protection**

**20.**—(1) Not more than four months following completion of the construction of the authorised project, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised project.

(2) The report must include the following information—

- (a) the location of cable protection and scour protection;
- (b) the volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

### **Completion of construction**

**21.**—(1) The undertaker must submit a close out report to the MMO, the MCA, Trinity House, UKHO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include details of the latitude and longitude coordinates of the export cables, provided as Geographical Information System data referenced to WGS84 datum.

(2) Following completion of construction, no further construction activities can be undertaken under this marine licence.

### **Sediment Sampling**

**22.**—(1) The undertaker must submit a sample plan request in writing to the MMO for written approval of a sample plan.

(2) The sample plan request must be made—

- (a) for capital dredging, at least six months prior to the commencement of any capital dredging; or

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- (b) for maintenance dredging, at least six months prior to the end of every third year from the date of the previous sediment sample analysis.
- (3) The sample plan request must include details of—
  - (a) the volume of material to be dredged;
  - (b) the location of the area to be dredged;
  - (c) details of the material type proposed for dredging;
  - (d) the type and dredging methodology (including whether it is a capital or maintenance dredge, depth of material to be dredged and proposed programme for the dredging activities); and
  - (e) the location and depth of any supporting samples.
- (4) Unless otherwise agreed by the MMO, the undertaker must undertake the sampling in accordance with the approved sample plan.

**Collaboration**

23.—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 12 and 13, the undertaker must provide a copy of the relevant plans and documentation to SEL to enable SEL to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 12 and 13 must be accompanied by any comments received by the undertaker from SEL in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

**Seasonal Restriction**

24.—(1) The undertaker must not carry out any cable installation works within the GW during the winter period.

(2) For the purpose of this condition—

“the GW” means the site designated as the Greater Wash Special Protection Area;

“winter period” means the period between 1 November to 31 March inclusive.

**Obstacle free zone for navigational safety**

25. No infrastructure of any type included within the offshore works, including wind turbine generators and offshore substation platforms, shall be installed within the area defined by the coordinates as specified below and no part of any wind turbine generator, including its blades, may overfly into the area.

<i>Point ID of the area</i>	<i>Latitude (D°M.MM)</i>	<i>Longitude (D°M.MM)</i>
A (NW corner)	53° 21.1541' N	1° 10.1853' E
B (SW corner)	53° 19.0449' N	1° 12.3327' E
C (NE corner)	53° 21.1558' N	1° 11.8346' E
D (SE corner)	53° 19.5696' N	1° 13.6102' E



## SCHEDULE 14

Article 40

### Protective provisions

## PART 1

### Protection of electricity, gas, water and sewerage undertakers

1. For the protection of the undertakers referred to in this Part the following provisions must, unless otherwise agreed in writing between the undertaker and the affected undertaking concerned, have effect.

2. In this Part—

“affected undertaker” means—

- (a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;
- (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986;
- (c) a water undertaker within the meaning of the Water Industry Act 1991; and
- (d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991;

for the area of the authorised development, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.

“alternative apparatus” means alternative apparatus adequate to enable the affected undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989) belonging to or maintained by that licence holder;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by the affected undertaker for the purposes of water supply; and any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A (agreements to adopt water main or service pipe at future date) of the Water Industry Act 1991 at the time of the works mentioned in this Part; and
- (d) in the case of a sewerage undertaker—
  - (i) any drain or works vested in the sewerage undertaker under the Water Industry Act 1991; and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works, at future date) of that Act;

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

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“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

3. This Part does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

### **Acquisition of land**

4. Regardless of any provision of this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

### **Removal of apparatus**

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed that apparatus must not be removed under this Part, and any right of an affected undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the affected undertaker in question 28 days written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an affected undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the affected undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, the affected undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part must be constructed in such manner and in such line or situation as may be agreed between the affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(5) The affected undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 42 (arbitration), and after the grant to the affected undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the affected undertaker in question that the undertaker desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the affected undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the affected undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

### **Facilities and rights for alternative apparatus**

6.—(1) Where, in accordance with the provisions of this Part, the undertaker affords to an affected undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the affected undertaker in question or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the affected undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that affected undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus**

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in sub-paragraph 5(2) that are required within 15 metres, or will or may affect, any apparatus the removal of which has not been required by the undertaker under sub-paragraph 5(2) the undertaker must submit to the affected undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the affected undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the affected undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) are to be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) is submitted to it.

(4) If an affected undertaker, in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, the provisions of this Part apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the affected undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

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## Expenses and costs

**8.—(1)** Subject to the following provisions of this paragraph, the undertaker must repay to an affected undertaker the reasonable expenses incurred by that affected undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus (including costs or compensation payable in connection with the acquisition of land for that purpose) which may be required in consequence of the execution of any such works as are referred to in sub-paragraph 5(2).

(2) The value of any apparatus removed under the provisions of this Part must be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated;

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 42 (arbitration) to be necessary then, if such placing involves cost exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole must be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an affected undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the affected undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

**9.—(1)** Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 5(2) any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that affected undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that affected undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker;

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(3) An affected undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker and, if such consent is withheld, the undertaker has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

### **Miscellaneous**

**10.** Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and an affected undertaker in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

**11.** Any difference or dispute arising between the undertaker and the affected undertaker under this Part must, unless otherwise agreed in writing between the undertaker and the affected undertaker, be determined by arbitration in accordance with article 42 (arbitration).

## **PART 2**

### **Protection for operators of electronic communications code networks**

**1.** For the protection of any operator, the following provisions shall, unless otherwise agreed in writing between the undertaker and the operator, have effect.

**2.** In this Part—

“the 2003 Act” means the Communications Act 2003;

“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system is to be construed in accordance with paragraph 1(3A) of that code;

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“electronic communications code” has the same meaning as in Chapter 1 of Part 2 (networks, services and the radio spectrum) of the 2003 Act;

“electronic communications code network” means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the undertaker is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

“operator” means the operator of an electronic communications code network.

**3.** The exercise of the powers conferred by article 27 (statutory undertakers) is subject to Part 10 of Schedule 3A (the electronic communications code) to the 2003 Act.

**4.—(1)** Subject to sub-paragraphs (2) to (4), if as a result of the authorised development or its construction, or of any subsidence resulting from the authorised development—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development, or other property of an operator); or

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(b) there is any interruption in the supply of the service provided by an operator;

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker and, if such consent is withheld, the undertaker has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this Part must be referred to and settled by arbitration under article 42 (arbitration).

(5) This Part does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or
- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised project.

(6) Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

## PART 3

### For the protection of Network Rail Infrastructure Limited

1. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 15 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

2. In this Part of this Schedule—

“asset protection agreement” means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993;

“Network Rail” means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or

another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited's railway undertaking;

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

"railway property" means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

"regulatory consents" means any consent or approval required under—

- (a) the Railways Act 1993;
- (b) the network licence; and/or
- (c) any other relevant statutory or regulatory provisions;

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the Authorised Development;

"specified work" means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 4 (maintenance of authorised project) in respect of such works.

**3.—(1)** Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

**4.—(1)** The undertaker must not exercise the powers conferred by—

- (a) article 3 (development consent granted by the Order);
- (b) article 4 (maintenance of authorised project);
- (c) article 14 (discharge of water);
- (d) article 16 (authority to survey and investigate land);
- (e) article 17 (compulsory acquisition of land);
- (f) article 19 (compulsory acquisition of rights);



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- (g) article 20 (private rights over land);
- (h) article 22 (acquisition of subsoil or airspace only);
- (i) article 24 (rights under or over streets);
- (j) article 25 (temporary use of land for carrying out the authorised project);
- (k) article 26 (temporary use of land for maintaining the authorised project);
- (l) article 27 (statutory undertakers);
- (m) article 33 (felling or lopping of trees or removal of hedgerows);
- (n) article 34 (trees subject to tree preservation orders);
- (o) the powers conferred by section 11(3) (powers of entry) of the 1965 Act;
- (p) the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016;
- (q) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;
- (r) any powers in respect of the temporary possession of land under the Neighbourhood Planning Act 2017;

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 20 (private rights over land), article 24 (rights under or over streets) or article 27 (statutory undertakers) in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.

(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).

(7) The undertaker must enter into an assets protection agreement prior to the carrying out of any specified work.

**5.—(1)** The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring



the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation, de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.

**6.—**(1) Any specified work and any protective works to be constructed by virtue of paragraph 5(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

**7.** The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and

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- (b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

**8.** Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

**9.—(1)** If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 5(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 10(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

**10.** The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 5(3) or in constructing any protective works under the provisions of paragraph 5(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and

- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

**11.—(1)** In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 5(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker’s compliance with sub-paragraph (3)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 5(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail’s apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail’s apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 5(1) has effect subject to the sub-paragraph.

(6) Prior to the commencement of operation of the authorised development the undertaker shall test the use of the authorised development in a manner that shall first have been agreed with National Rail, and if, notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker’s apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail’s apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker’s apparatus in the investigation of such EMI;

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- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;
  - (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and
  - (d) The undertaker shall not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring
- (8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—
- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus; and
  - (b) any modifications to Network Rail's apparatus approved pursuant to those sub- paragraphs must be carried out and completed by the undertaker in accordance with paragraph 6.
- (9) To the extent that it would not otherwise do so, the indemnity in paragraph 15(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub- paragraph (6) applies.
- (10) For the purpose of paragraph 10(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.
- (11) In relation to any dispute arising under this paragraph the reference in article 42 (arbitration) to the Secretary of State shall be read as a reference to the Institution of Engineering and Technology.
- 12.** If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as to not adversely affect railway property.
- 13.** The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.
- 14.** Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the date on which this Order is made by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.
- 15.—(1)** The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by Network Rail—
- (a) by reason of the construction, maintenance or operation of a specified work or the failure thereof;
  - (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

- (c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;
- (d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others; or
- (e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development;

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

- (a) give the undertaker reasonable written notice of any such claims or demands;
- (b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and
- (c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

“the relevant costs” means the costs, losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in subparagraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

**16.** Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 15) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

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**17.** In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

**18.** The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works and land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

**19.** Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

**20.** The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 5 (benefit of order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

**21.** The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 37 (certification of plans and documents etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in electronic format.

**22.** In relation to any dispute arising under this part of this Part of this Schedule (except for those disputes referred to in paragraph 11) the provisions of article 42 (arbitration) shall not apply and any such dispute, unless otherwise provided for, must be referred to and settle by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers.

## PART 4

### For the protection of the Environment Agency

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

(2) In this part of this Schedule—

“Agency” means the Environment Agency;

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation and “construct” and “constructed” is construed accordingly;

“drainage work” means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river and any bank, wall, embankment or

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other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

“fishery” means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

“main river” has the same meaning given in section 113 of the Water Resources Act 1991;

“plans” includes sections, drawings, specifications, calculations and method statements;

“remote defence” means any berm, wall or embankment that is constructed for the purposes of preventing or alleviating flooding from, or in connection with, any main river;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within—

- (a) 8 metres of the base of a remote defence which is likely to—
  - (i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence, or
  - (ii) interfere with the Agency’s access to or along that remote defence;
- (b) 8 metres of a drainage work or is otherwise likely to—
  - (i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
  - (ii) affect the flow, purity or quality of water in any watercourse or other surface waters;
  - (iii) cause obstruction to the free passage of fish or damage to any fishery;
  - (iv) affect the conservation, distribution or use of water resources; or
  - (v) affect the conservation value of the main river and habitats in its immediate vicinity;

“watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, basins, sewers and passages through which water flows except a public sewer.

### **Submission and approval of plans**

2.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 12.

(3) Any approval of the Agency required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or receipt of further particulars if such particulars have been requested by the Agency for approval; and
- (c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation or in the discharge of its environmental duties.

(4) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b)

(5) In the case of a refusal, if requested to do so the Agency must provide reasons for the grounds of that refusal.



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### **Construction of protective works**

3. Without limiting paragraph 2 the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

### **Timing of works and service of notices**

4.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 3, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and
- (b) to the reasonable satisfaction of the Agency,

and the Agency is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work to which the protective works relate.

### **Works not in accordance with this Schedule**

5.—(1) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.

(2) Subject to sub-paragraph (3) if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (1) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(3) In the event of any dispute as to whether sub-paragraph (1) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (2) until the dispute has been finally determined in accordance with paragraph 12.



## **Maintenance of works**

6.—(1) Subject to sub-paragraph (6) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the Order limits and on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(3) Subject to sub-paragraph (5) if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the Agency in accordance with these protective provisions the Agency may serve written notice requiring the undertaker to cease all or part of the specified works and the undertaker must cease the specified works or part thereof until it has obtained the consent or complied with the condition unless the cessation of the specified works or part thereof would cause greater damage than compliance with the written notice.

(5) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 12.

(6) This paragraph does not apply to—

- (a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so; and
- (b) any obstruction of a drainage work expressly authorised in the approval of specified works plans and carried out in accordance with the provisions of this Part provided that any obstruction is removed as soon as reasonably practicable.

## **Remediating impaired drainage work**

7. If by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

## **Agency access**

8. If by reason of construction of the specified work the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the Agency to maintain the flood defence

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or use the equipment no less effectively than was possible before the obstruction within 24 hours of or as soon as reasonably practicable after the undertaker becoming aware of such obstruction.

### **Free passage of fish**

**9.—(1)** The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

- (a) the construction of any specified work; or
- (b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage.

(3) If within such time as may be reasonably practicable for that purpose after the receipt of written notice from the Agency of any damage or expected damage to a fishery, the undertaker fails to take such steps as are described in sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in so doing provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

### **Indemnity**

**10.—(1)** The undertaker indemnifies the Agency in respect of all costs, charges and expenses which the Agency may incur—

- (a) in the examination or approval of plans under this Part of this Schedule;
- (b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and
- (c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

**11.—(1)** The undertaker is responsible for and indemnifies the Agency against all costs and losses, liabilities, claims and demands not otherwise provided for in this Schedule which may be reasonably incurred or suffered by the Agency by reason of, or arising out of—

- (a) the authorised development; or
- (b) the construction, operation or maintenance of any specified works comprised within the authorised development or the failure of any such works comprised within them; or
- (c) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the authorised development or dealing with any failure of the authorised development.

(2) For the avoidance of doubt, in sub-paragraph (1)—

- (a) “costs” includes—
  - (i) expenses and charges;
  - (ii) staff costs and overheads;

- (iii) legal costs;
  - (b) “losses” includes physical damage.
  - (c) “claims” and “demands” include as applicable—
    - (i) costs (within the meaning of sub-paragraph (2)(a)(i) incurred in connection with any claim or demand;
    - (ii) any interest element of sums claimed or demanded;
  - (d) “liabilities” includes—
    - (i) contractual liabilities;
    - (ii) tortious liabilities (including liabilities for negligence or nuisance);
    - (iii) liabilities to pay statutory compensation or for breach of statutory duty;
    - (iv) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).
- (3) The Agency must give to the undertaker reasonable notice of any such claim or demand and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.
- (4) The Agency must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.
- (5) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, must not relieve the undertaker from any liability under the provisions of this Part of this Schedule.
- (6) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

## **Disputes**

**12.** Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, if the parties agree, be determined by arbitration under article 42 (arbitration), but failing agreement be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

## **PART 5**

### **For the protection of the drainage authorities**

- 1.** The provisions of this Part have effect for the protection of a drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.
- 2.** In this Part of this Schedule—
  - “the Board” means Norfolk Rivers Internal Drainage Board;
  - “construction” includes execution, placing, altering, replacing, relaying and removal and excavation; and
  - “construct” and “constructed” must be construed accordingly;
  - “drainage authority” means—
    - (a) in relation to an ordinary watercourse in an internal drainage district, the Board;

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(b) in relation to an ordinary watercourse in an area outside an internal drainage district, the lead local flood authority.

“drainage work” means any watercourse and includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence;

“evidence” includes hydraulic modelling, infiltration test results and geotechnical evaluations;

“internal drainage district” has the meaning given in the Land Drainage Act 1991<sup>(54)</sup>;

“lead local flood authority” means Norfolk County Council in accordance with the Flood and Water Management Act 2010;

“ordinary watercourse” has the meaning given in the Land Drainage Act 1991

“plans” includes sections, drawings, specifications, calculations and method statements;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 9 metres of a drainage work or is otherwise likely to—

- (a) affect any drainage work;
- (b) affect the total volume or volumetric rate of flow of water in or flowing to or from any drainage work;
- (c) affect the flow of water in any drainage work or other surface waters or ground water;
- (d) affect the conservation, distribution or use of water resources;

“watercourse” has the meaning given in the Land Drainage Act 1991 and for the avoidance of doubt includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, basins, sewers and passages through which water flows except a public sewer; and

“working day” means any day which is not Saturday, Sunday, a bank holiday or other public holiday in England.

**3.—(1)** Before beginning to construct any specified work, the undertaker must submit to the relevant drainage authority plans of the specified work, evidence to support said plans and any such further particulars available to it as the relevant drainage authority may within 28 working days of the submission of the plans reasonably require.

(2) At least 30 days prior submission of information pursuant to sub-paragraph (1), the undertaker must submit relevant plans and evidence to support said plans to the relevant drainage authority and engage in pre-submission discussions in relation to those.

(3) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the relevant drainage authority, or determined under sub-paragraph (3).

(4) Any approval of the relevant drainage authority required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within 2 months of the submission of the plans for approval or submission of further particulars (where required by the relevant drainage authority under sub-paragraph (1)) whichever is the later; and
- (c) may be given subject to such reasonable requirements and conditions as the relevant drainage authority may consider appropriate.

(5) The relevant drainage authority must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (4)(b).

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<sup>(54)</sup> 1991 c. 59. Section 23 was amended by paragraph 192 of Schedule 22 to, the Environment Act 1995 (c. 25), and by paragraph 32 of Schedule 2 to, the Flood and Water Management Act 2010 (c. 29).

(6) Any refusal under this paragraph must be accompanied by a statement of the grounds of refusal.

4. Without limiting paragraph 3, the requirements which the relevant drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased, by reason of any specified work.

5.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the relevant drainage authority under paragraph 4 must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part; and
- (b) to the reasonable satisfaction of the relevant drainage authority and an officer of the relevant drainage authority is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the relevant drainage authority—

- (a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and
- (b) notice in writing of its completion not later than 7 days after the completion of construction.

(3) If the relevant drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of the specified work.

(4) If any part of a specified work or any protective work required by the relevant drainage authority is constructed otherwise than in accordance with the requirements of this Part, the relevant drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to the reasonable satisfaction of the relevant drainage authority to such extent and within such limits as the relevant drainage authority may reasonably require.

(5) Subject to sub-paragraph (6) and paragraph 10 if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice or subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may execute the works specified in the notice and any expenditure reasonably incurred by the relevant drainage authority in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the relevant drainage authority must not except in the case of an emergency exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 12.

6.—(1) Subject to sub-paragraph (6) the undertaker must from the commencement of the construction of the specified work maintain in good repair and condition and free from obstruction any drainage work which is situated within the Order limits and on land held by the undertaker

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for the purposes of or in connection with the specified work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the relevant drainage authority, the relevant drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the relevant drainage authority reasonably requires.

(3) Subject to sub-paragraph (5) if, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may do what is necessary for such compliance and may, subject to paragraph 10, recover any expenditure reasonably incurred by the relevant drainage authority in so doing from the undertaker.

(4) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the relevant drainage authority in accordance with this Part of this Schedule the relevant drainage authority may serve written notice requiring the undertaker to cease all or part of the specified works and the undertaker must cease the specified works or part thereof until it has obtained the consent or complied with the condition unless the cessation of the specified works or part thereof would cause greater damage than compliance with the written notice.

(5) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the relevant drainage authority must not except in the case of an emergency exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 11.

(6) This paragraph 6 does not apply to—

- (a) drainage works which are vested in the relevant drainage authority or which the relevant drainage authority or another person is liable to maintain and is not proscribed by the powers of the Order from doing; and
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part.

7. If by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes is impaired, or the drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker to the reasonable satisfaction of the relevant drainage authority and, if the undertaker fails to do so, the relevant drainage authority may make good the impairment or damage and recover expenditure from the undertaker the expense reasonably incurred by it in doing so.

8. If by reason of construction of the specified work the relevant drainage authority access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the relevant drainage authority to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of the undertaker becoming aware of such obstruction.

9.—(1) The undertaker must indemnify and compensate the relevant drainage authority in respect of all costs, charges and expenses, the relevant drainage authority may reasonably incur by reason of—

- (a) the review, examination or approval of plans and supporting evidence under this Part;
- (b) the inspection of the proposed site for construction and construction of the specified work or any protective works required by the relevant drainage authority under this Part; and



(c) the carrying out of any surveys or tests by the relevant drainage authority which are reasonably required in connection with the construction of the specified works.

(2) Any demands made by a drainage authority in respect of costs, charges and expenses sub-paragraph (1) must be accompanied by evidence.

**10.**—(1) Without limiting the other provisions of this Part, the undertaker must indemnify and compensate the relevant drainage authority in respect of all reasonable claims, demands, proceedings, costs, damages, expenses or loss that may be made or taken against, recovered from or incurred by the relevant drainage authority by reason of—

- (a) the construction, operation or maintenance of any specified works or the failure of any such works comprised within them;
- (b) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (c) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged on upon the construction, operation or maintenance of the specified works or dealing with any failure of the specified works; and
- (d) any raising or lowering of the water table in land adjoining the authorised works or any sewers, drains and watercourses; or
- (e) any flooding or increased flooding of any such land.

(2) The relevant drainage authority must give to the undertaker reasonable notice of any such claim or demand, and no settlement or compromise can be made without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(3) The fact that any work or thing may have been done by the undertaker in accordance with a plan approved or deemed approved by the relevant drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part.

**11.** Any dispute arising between the undertaker and the relevant drainage authority under this Part, if the parties agree, must be determined by arbitration under article 42 (arbitration) but otherwise must be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the relevant drainage authority, after notice in writing by one to the other.

## PART 6

### For the protection of National Gas Transmission Plc as Gas Undertaker

#### Application

**1.**—(1) For the protection of National Gas Transmission as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Gas Transmission.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Gas Transmission, where the benefit of this Order is transferred or granted to another person under article 5 (benefit of the Order)—

- (a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Gas Transmission and the transferee or grantee (as applicable); and

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- (b) written notice of the transfer or grant must be given to National Gas Transmission on or before the date of that transfer or grant.
- (3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Gas Transmission (but without prejudice to sub-paragraph 11(3)(b)).

## **Interpretation**

### **2. In this Part of this Schedule—**

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Gas Transmission to enable National Gas Transmission to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any mains, pipes or other apparatus belonging to or maintained by National Gas Transmission for the purposes of gas supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Gas Transmission for the purposes of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised development” has the same meaning as in article 2(1) of this Order (unless otherwise specified) and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

“commence” and “commencement” in this Part of this Schedule shall include any below ground surveys, monitoring, groundwork operations or the receipt and erection of construction plant and equipment;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Gas Transmission (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for National Gas Transmission’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Gas Transmission: construct, use, repair, alter, inspect, renew or remove the apparatus;



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“National Gas Transmission” for the purposes of this Part of this Schedule means National Gas Transmission plc (Company Number 02006000) whose registered office is at National Grid House, Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

“Network Code” means the network code prepared by National Gas Transmission pursuant to Standard Special Condition A11(3) of its Gas Transporter’s Licence, which incorporates the Uniform Network Code, as defined in Standard Special Condition A11(6) of National Gas Transmission’s Gas Transporters Licence, as both documents are amended from time to time;

“Network Code Claims” means any claim made against National Gas Transmission by any person or loss suffered by National Gas Transmission under the Network Code arising out of or in connection with any failure by National Gas Transmission to make gas available for off take at, or a failure to accept gas tendered for delivery from, any entry point to or exit point from the gas national transmission system as a result of the authorised development or any costs or expenses incurred by National Gas Transmission as a result of or in connection with, it taking action (including purchase or buy back of capacity) for the purpose of managing constraint or potential constraint on the gas national transmission system which may arise as a result of the authorised development;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“protective works” means works or procedures which shall include but will not be limited to compliance with T/SP/SSW/22 (“Specification for safe working in the vicinity of National Gas Transmission’s, High pressure Gas pipelines and associated installation requirements for third parties”), HSE’s “HS(~G)47 Avoiding Danger from underground services” and any other relevant guidance documents as may be issued or updated from time to time and any works including but not limited to the installation of protective measures;

“specified works” means any of the works or activities undertaken in association with the authorised development which—

- (a) will or could be situated on, over, under, or within 15 metres measured in any direction of any apparatus or involve embankment works within 15 metres of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;
- (b) could in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;
- (c) includes any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Gas Transmission’s policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Gas Transmission, High pressure Gas pipelines and associated installation requirements for third parties”); and

“undertaker” means the undertaker as defined in article 2(1) of this Order.

### **On Street Apparatus**

3. Except for paragraphs 4 (*apparatus of National Gas Transmission in stopped up streets*), 9 (*retained apparatus: protection*), 10 (*expenses*) and 11 (*indemnity*) of this Schedule which apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Gas Transmission, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Gas Transmission are regulated by the provisions of Part 3 of the 1991 Act.

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### **Apparatus of National Gas Transmission in closed streets**

4.—(1) Where any street is closed under the Order, if National Gas Transmission has any apparatus in the street or accessed via that street National Gas Transmission has the same rights in respect of that apparatus as it enjoyed immediately before the closure and the undertaker must grant to National Gas Transmission, or procure the granting to National Gas Transmission of, legal easements reasonably satisfactory to National Gas Transmission in respect of such apparatus and access to it prior to the closure of any such street or highway but nothing in this paragraph affects any right of the undertaker or National Gas Transmission to require the removal of that apparatus under paragraph 7 or the power of the undertaker, subject to compliance with this sub- paragraph, to carry out works under paragraph 9.

(2) Notwithstanding the temporary closure or diversion of any highway under the powers of article 10 (temporary closure of streets), National Gas Transmission is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the closure or diversion was in that highway.

### **Protective works to buildings**

5. The undertaker, in the case of the powers conferred by article 15 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Gas Transmission.

### **Acquisition of land**

6.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker must not (a) appropriate or acquire or take temporary possession of any land or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of National Gas Transmission otherwise than by agreement.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such timeframe as otherwise agreed between National Gas Transmission and the undertaker) that is subject to the requirements of this Part of this Schedule that cause any conflict with or breach the terms of any easement or other legal or land interest of National Gas Transmission or affect the provisions of any enactment or agreement regulating the relations between National Gas Transmission and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Gas Transmission reasonably requires enter into such deeds of consent upon such terms and conditions as are agreed between National Gas Transmission and the undertaker acting reasonably and which must be no less favourable on the whole to National Gas Transmission unless otherwise agreed by National Gas Transmission, and it will be the responsibility of the undertaker to procure or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development.

(3) Save where otherwise agreed in writing between National Gas Transmission and the undertaker, the undertaker and National Gas Transmission agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Gas Transmission or other enactments relied upon by National Gas Transmission as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule shall prevail.

(4) Any agreement or consent granted by National Gas Transmission under paragraph 9 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

### **Removal of apparatus**

7.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Gas Transmission to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Gas Transmission in accordance with sub-paragraph (2) to (5).

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Gas Transmission advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Gas Transmission reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Gas Transmission to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Gas Transmission may in its sole discretion, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Gas Transmission to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Gas Transmission and the undertaker.

(5) National Gas Transmission must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Gas Transmission of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

### **Facilities and rights for alternative apparatus**

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Gas Transmission facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as agreed between the undertaker and National Gas Transmission and must be no less favourable on the whole to National

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Gas Transmission than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Gas Transmission.

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Gas Transmission than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter can be referred to arbitration in accordance with paragraph of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Gas Transmission as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus: protection**

9.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Gas Transmission a plan and, if reasonably required by National Gas Transmission, a ground monitoring scheme in respect of those works.

(2) In relation to specified works, the plan to be submitted to National Gas Transmission under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until National Gas Transmission has given written approval of the plan so submitted.

(4) Any approval of National Gas Transmission required under sub-paragraph (2)—

- (a) can be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (4) or (6); and,
- (b) must not be unreasonably withheld.

(5) In relation to any work to which sub-paragraphs (1) or (2) apply, National Gas Transmission Gas can require such modifications to be made to the plans as reasonably necessary for the purpose of securing its apparatus against interference or risk of damage for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works executed under sub-paragraphs (1) or (2) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub paragraph (4), as approved or as amended from time to time by agreement between the undertaker and National Gas Transmission and in accordance with such reasonable requirements as may be made in accordance with sub- paragraphs (4) or (6) by National Gas Transmission for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Gas Transmission will be entitled to watch and inspect the execution of those works.

(7) Where National Gas Transmission requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Gas Transmission's satisfaction prior to the commencement of any specified works for which protective works are required and National Gas

Transmission must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If National Gas Transmission in accordance with sub-paragraphs (4) or (6) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(10) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Gas Transmission notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances and comply with sub paragraph (10) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with National Gas Transmission's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Gas Transmission, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW/22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that National Gas Transmission retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 10.

## **Expenses**

**10.**—(1) Save where otherwise agreed in writing between National Gas Transmission and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Gas Transmission within 30 days of receipt of an itemised invoice or claim from National Gas Transmission all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Gas Transmission in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which are required in consequence of the execution of any authorised development including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Gas Transmission in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Gas Transmission as a consequence of National Gas Transmission—
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3); or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Gas Transmission;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;

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- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as is the case, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 15 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as is the case, the amount which apart from this sub-paragraph would be payable to National Gas Transmission by virtue of sub-paragraph (1) must be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs must be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Gas Transmission in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Gas Transmission any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

## **Indemnity**

**11.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of National Gas Transmission, or there is any interruption in any service



provided, or in the supply of any goods, by National Gas Transmission, or National Gas Transmission becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from National Gas Transmission the cost reasonably and properly incurred by National Gas Transmission in making good such damage or restoring the supply; and
- (b) indemnify National Gas Transmission for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Gas Transmission, by reason or in consequence of any such damage or interruption or National Gas Transmission becoming liable to any third party and including Network Code Claims other than arising from any default of National Gas Transmission.

(2) The fact that any act or thing may have been done by National Gas Transmission on behalf of the undertaker or in accordance with a plan approved by National Gas Transmission or in accordance with any requirement of National Gas Transmission or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Gas Transmission fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Gas Transmission, its officers, servants, contractors or agents;
- (b) any authorised development or any other works authorised by this Part of this Schedule carried out by National Gas Transmission as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 5 (benefit of Order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised development yet to be executed and not falling within this sub-paragraph (3)(b) are to be subject to the full terms of this Part of this Schedule including this paragraph 11; or
- (c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) National Gas Transmission must give the undertaker reasonable notice of any such third-party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) National Gas Transmission must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) National Gas Transmission must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Gas Transmission’s reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Gas Transmission’s control and if reasonably requested to do so by the undertaker National Gas Transmission must provide an explanation of how the claim has been minimised, where relevant.

## **Enactments and agreements**

**12.** Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Gas Transmission and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between

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the undertaker and National Gas Transmission in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

### **Co-operation**

**13.**—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or National Gas Transmission requires the removal of apparatus under paragraph 7(2) or National Gas Transmission makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Gas Transmission’s undertaking and National Gas Transmission Gas must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Gas Transmission’s consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

### **Access**

**14.** If in consequence of the agreement reached in accordance with paragraph 6(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as required to enable National Gas Transmission to maintain or use the apparatus no less effectively than was possible before such obstruction.

### **Arbitration**

**15.** Save for differences or disputes arising under paragraph 7(2), 7(4) and 8(1) any difference or dispute arising between the undertaker and National Gas Transmission under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Gas Transmission, be determined by arbitration in accordance with article 42 (arbitration).

### **Notices**

**16.** Notwithstanding article 41 (service of notices), any plans submitted to National Gas Transmission by the undertaker pursuant to paragraph 9 must be submitted to <https://lsbud.co.uk/> or such other address as National Gas Transmission may from time to time appoint instead for that purpose and notify to the undertaker in writing.

## **PART 7**

### **For the protection of National Grid Electricity Transmission Plc**

#### **Application**

**1.**—(1) For the protection of National Grid as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid, where the benefit of this Order is transferred or granted to another person under article 5 (benefit of the Order)—

- (a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid and the transferee or grantee (as applicable); and



- (b) written notice of the transfer or grant must be given to National Grid on or before the date of that transfer or grant.
- (3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid (but without prejudice to sub-paragraph 11(3)(b)).

## **Interpretation**

### **2. In this Part of this Schedule—**

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised development” has the same meaning as in article 2(1) of this Order (unless otherwise specified) and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

“commence” and “commencement” in this Part of this Schedule shall include any below ground surveys, monitoring, groundwork operations or the receipt and erection of construction plant and equipment;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, require the undertaker to submit for National Grid’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in”, in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“Incentive Deduction” means any incentive deduction National Grid Electricity Transmission plc receives under its electricity transmission licence which is caused by an event on its transmission system that causes electricity not to be supplied to a demand customer and which arises as a result of the authorised development;

“maintain” and “maintenance” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid: construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means National Grid Electricity Transmission Plc (Company Number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989;

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“NGESO” means as defined in the STC;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“protective works” means works procedures which shall include but will not be limited to compliance with EN4-8 (“Development near overhead lines”) and HSE’s guidance note 6 “Avoidance of Danger from Overhead Lines” and any other relevant guidance documents as may be issued or updated from time to time and any works including but not limited to the installation of protective measures;

“specified works” means any of the works or activities undertaken in association with the authorised development which—

- (a) will or could be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;
- (b) could in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; or
- (c) includes any of the activities that are referred to in development near overhead lines EN4-8 and HSE’s guidance note 6 “Avoidance of Danger from Overhead Lines”;

“STC” means the System Operator Transmission Owner Code prepared by the electricity Transmission Owners and NGESO as modified from time to time;

“STC Claims” means any claim made under the STC against National Grid Electricity Transmission plc arising out of or in connection with the de-energisation (whereby no electricity can flow to or from the relevant system through the generator or interconnector’s equipment) of a generator or interconnector party solely as a result of the de-energisation of plant and apparatus forming part of National Grid Electricity Transmission plc’s transmission system which arises as a result of the authorised development;

“Transmission Owner” means as defined in the STC; and

“undertaker” means the undertaker as defined in article 2(1) of this Order.

### **On Street Apparatus**

3. Except for paragraphs 4 (apparatus of National Grid in stopped up streets), 9 (retained apparatus: protection), 10 (expenses) and 11 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

### **Apparatus of National Grid in closed streets**

4.—(1) Where any street is stopped up under the Order, if National Grid has any apparatus in the street or accessed via that street National Grid has the same rights in respect of that apparatus as it enjoyed immediately before the closure and the undertaker must grant to National Grid, or procure the granting to National Grid of, legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the closure of any such street or highway but nothing in this paragraph affects any right of the undertaker or National Grid to require the removal of that apparatus under paragraph 7 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 9.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 10 (temporary closure of streets), National Grid is at liberty at all times to take all necessary

access across any such closed highway and to execute and do all such works and things in, upon or under any such highway as reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the closure or diversion was in that highway.

### **Protective works to buildings**

5. The undertaker, in the case of the powers conferred by article 15 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid.

### **Acquisition of land**

6.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker must not (a) appropriate or acquire or take temporary possession of any land or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of National Grid otherwise than by agreement.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such timeframe as otherwise agreed between National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as are agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it will be the responsibility of the undertaker to procure or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development.

(3) The undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule shall prevail.

(4) Any agreement or consent granted by National Grid under paragraph 9 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub- paragraph (1).

### **Removal of apparatus**

7.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub- paragraph (2) to (5).

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred

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by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid and the undertaker.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

### **Facilities and rights for alternative apparatus**

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid .

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter may be referred to arbitration in accordance with paragraph 15 (Arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus: protection**

9.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity assets.

(2) In relation to works which are to be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of any apparatus,

the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes;
- (g) an assessment of risks of rise of earth issues; and
- (h) a ground monitoring scheme, where required.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing—

- (a) details of any cable trench design including route, dimensions and clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;
- (f) written details of the operations and maintenance regime for any cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid's engineers; and
- (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.

(4) The undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until National Grid has given written approval of the plan so submitted.

(5) Any approval of National Grid required under sub-paragraph (4)—

- (a) can be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and,
- (b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid can require such modifications to be made to the plans as reasonably necessary for the purpose of securing its apparatus against interference or risk of damage for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs or (8) by National

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Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(8) Where National Grid requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and National Grid must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(11) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and comply with sub-paragraph (11) at all times.

(12) At all times when carrying out any works authorised under the Order, the undertaker must comply with National Grid's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

## **Expenses**

**10.**—(1) Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which are required in consequence of the execution of any authorised development including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid;
- (b) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3); or
- (c) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
- (d) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (e) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (f) the approval of plans;



- (g) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.
- (2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.
- (3) If in accordance with the provisions of this Part of this Schedule—
  - (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
  - (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 15 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.
- (4) For the purposes of sub-paragraph (3)—
  - (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
  - (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.
- (5) Any amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

## **Indemnity**

**11.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker must—

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- (a) bear and pay on demand accompanied by an invoice or claim from National Grid the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and
  - (b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party and including STC Claims or an Incentive Deduction other than arising from any default of National Grid.
- (2) The fact that any act or thing has been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.
- (3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—
- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents;
  - (b) any authorised development or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 5 (benefit of Order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised development yet to be executed and not falling within this sub-section (3)(b) are to be subject to the full terms of this Part of this Schedule including this paragraph 11; or
  - (c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.
- (4) National Grid must give the undertaker reasonable notice of any such third-party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.
- (5) National Grid must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.
- (6) National Grid must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid’s reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid’s control and if reasonably requested to do so by the undertaker National Grid must provide an explanation of how the claim has been minimised, where relevant.

### **Enactments and agreements**

**12.** Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.



### **Co-operation**

13.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or National Grid requires the removal of apparatus under paragraph 7(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid’s undertaking and National Grid must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid’s consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

### **Access**

14. If in consequence of the agreement reached in accordance with paragraph 6(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as required to enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

### **Arbitration**

15. Save for differences or disputes arising under paragraph 7(2), 7(4) and 8(1) any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 43 (*arbitration*).

### **Notices**

16. Notwithstanding article 41 (service of notices), any plans submitted to National Grid by the undertaker pursuant to paragraph 9 must be submitted to <https://lsbud.co.uk/> or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

## **PART 8**

### **For the protection of Cadent Gas Limited as Gas Undertaker**

#### **Application**

1. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

#### **Interpretation**

2. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of Cadent to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections (including transformed rectifiers and any associated groundbeds or cables), cables or other apparatus belonging to or maintained by Cadent for the purposes of gas supply together with

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any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of Cadent for the purposes of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“Cadent” means Cadent Gas Limited or its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986.

“commence” has the same meaning as in article 2 of this Order and commencement will be construed to have the same meaning save that for the purposes of this Part of the Schedule the terms “commence” and “commencement” include operations for the purposes of archaeological or ecological investigations and investigations of the existing condition of the ground or of structures within 15 metres in any direction of Cadent’s apparatus;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, will require the undertaker to submit for Cadent’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary, proper and sufficient to describe and assess the works to be executed;

“rights” will include rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under sub-paragraph 7(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 7(2) or otherwise; or
- (c) include any of the activities that are referred to in CD/SP/SSW/22 (“Cadent’s policies for safe working in the vicinity of Cadent’s Assets”); and

“undertaker” means the undertaker as defined in article 2 of this Order.

### **On Street Apparatus**

**3.—**(1) Except for paragraphs 4 (apparatus of Cadent in closed streets), 7 (Removal of Apparatus) in so far as sub-paragraph (2) applies, 8 (Facilities and Rights for Alternative Apparatus) in so far as sub-paragraph (2) applies, 9 (retained apparatus: protection), 10 (expenses) and 11 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraph 7 and 8 of this Part will apply to diversions even where carried out under the 1991 Act, in circumstances where any Apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within the existing adopted public highway.

(3) Notwithstanding article 9 or any other powers in the Order generally, section 85 of the 1991 Act in relation to cost sharing and the regulations made thereunder will not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.

### **Apparatus of Cadent in closed streets**

**4.—**(1) Notwithstanding the temporary closure or diversion of any highway under the powers of article 10 (temporary closure of streets), Cadent will be at liberty at all times to take all necessary access across any such stopped up highway or to execute and do all such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary closure or diversion in respect of any apparatus which at the time of the closure or diversion was in that highway

### **Protective works to buildings**

**5.—**(1) The undertaker, in the case of the powers conferred by article 15 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Cadent or any interruption in the supply of gas by Cadent, as the case may be, is caused, the undertaker must bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and, subject to sub-paragraph (2), will—

- (a) pay compensation to Cadent for any loss sustained by it; and
- (b) indemnify Cadent against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by Cadent, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or

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default of Cadent or its contractors or workmen; and Cadent will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof will be made by Cadent, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

### **Acquisition of land**

6.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not appropriate or acquire any land interest or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of Cadent otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between Cadent and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of Cadent or affects the provisions of any enactment or agreement regulating the relations between Cadent and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Cadent reasonably requires enter into such deeds of consent and variations upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by Cadent, and it will be the responsibility of the undertaker to procure or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent or other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Schedule will prevail.

(4) Any agreement or consent granted by Cadent under paragraph 9 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement between the parties in sub-paragraph (1) that involves decommissioned apparatus being left in situ, the undertaker must accept a surrender of any existing easement or other interest of Cadent in such decommissioned apparatus and consequently acquire title to such apparatus and release Cadent from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(6) Where an undertaker acquires land which is subject to any Cadent right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 7 do not apply, the undertaker must—

- (a) retain any notice of Cadent's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and
- (b) (where no such notice of Cadent's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of Cadent's easement, right or other interest in relation to such acquired land.

## **Removal of apparatus**

7.—(1) If, in the exercise of the agreement reached in accordance with paragraph 6 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the satisfaction of Cadent and in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Cadent advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent to its satisfaction (taking into account sub-paragraph 8(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus);
- (b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus); and
- (c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus).

(3) If the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent may, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to do so.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent and the undertaker.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3) have been afforded to Cadent to its satisfaction, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

## **Facilities and rights for alternative apparatus**

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Cadent facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by Cadent.

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(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in Cadent's opinion) then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 15 (arbitration) of this Part of this Schedule and the arbitrator will make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus: protection of Cadent**

9.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until Cadent has given written approval of the plan so submitted.

(4) Any approval of Cadent required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and,
- (b) must not be unreasonably withheld.

(5) In relation to any work to which sub-paragraphs (1) or (2) apply, Cadent may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and Cadent and in accordance with all conditions imposed under sub-paragraph (4)(a), and Cadent will be entitled to watch and inspect the execution of those works.

(7) Where Cadent requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Cadent's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) If Cadent, in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs

1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under sub-paragraph 7(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorized works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with—

- (a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and
- (b) sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with the Cadent's policies for safe working in proximity to gas apparatus "CD/SP/SSW/22 Cadent's policies for safe working in the vicinity of Cadent's Assets" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker will implement an appropriate ground mitigation scheme save that Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 10.

## Expenses

**10.—**(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand all charges, costs and expenses reasonably anticipated or incurred by Cadent in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by Cadent as a consequence of Cadent—
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3) if it elects to do so; or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Cadent;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule;
- (g) any watching brief pursuant to paragraph 9(6).



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(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 42 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to Cadent in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

## **Indemnity**

**11.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and

(b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Cadent, by reason or in consequence of



any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent, its officers, servants, contractors or agents; and
- (b) any authorised works or any other works authorised by this Part of this Schedule carried out by Cadent as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 5 (benefit of order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-section 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 11.

(4) Cadent must give the undertaker reasonable notice of any such third-party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations. Enactments and agreements.

### **Enactments and agreements**

12. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between Cadent and the undertaker, nothing in this Part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

### **Co-operation**

13.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or Cadent requires the removal of apparatus under sub-paragraph 7(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker will use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent’s undertaking and Cadent will use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Cadent’s consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

### **Access**

14. If in consequence of the agreement reached in accordance with paragraph 6(1) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

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### **Arbitration**

15. Save for differences or disputes arising under sub-paragraphs 7(2), 7(4), 8(1), 11(5) and paragraph 9 any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by or referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute, the arbitrator must have regard to the requirements of Cadent for ensuring the safety, economic and efficient operation of Cadent's apparatus.

### **Notices**

16. The plans submitted to Cadent by the undertaker pursuant to sub-paragraph 9(1) must be sent to Cadent Gas Limited Plant Protection by e-mail to [plantprotection@cadentgas.com](mailto:plantprotection@cadentgas.com) copied by e-mail to [landservices@cadentgas.com](mailto:landservices@cadentgas.com) and sent to the General Counsel Department at Cadent's registered office or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker.

## **PART 9**

### **For the protection of Anglian Water Services Limited**

#### **Application**

1. For the protection of Anglian Water the following provisions have effect, unless otherwise agreed in writing between the undertaker and Anglian Water.

#### **Interpretation**

2. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in a manner no less efficient than previously;

“Anglian Water” means Anglian Water Services Limited;

“apparatus” means—

- (a) works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;
- (b) any drain or works vested in Anglian Water under the Water Industry Act 1991;
- (c) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act;
- (d) any drainage system constructed for the purpose of reducing the volume of surface water entering any public sewer belonging to Anglian Water; and
- (e) includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

and for the purpose of this definition, where words are defined by section 219 of that Act, they shall be taken to have the same meaning;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land; and

“plan” includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed.

### **Apparatus in closed streets**

3. Regardless of the temporary closure or diversion of any highway under the powers conferred by article 10 (temporary closure of streets), Anglian Water is at liberty at all times to take all necessary access across any such closed highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the closure or diversion was in that highway.

### **Protective works to buildings**

4. The undertaker, in the case of the powers conferred by article 15 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

### **Acquisition of land**

5. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

### **Removal of apparatus**

6.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that Anglian Water’s apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not be extinguished, until—

- (a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and
- (b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 7.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to Anglian Water 28 days’ written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Anglian Water the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

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(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(5) Anglian Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 42, and after the grant to Anglian Water of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if Anglian Water gives notice in writing to the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker or to the extent that Anglian Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Anglian Water otherwise agree, that work, instead of being executed by Anglian Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.

(7) If Anglian Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved. For the avoidance of doubt, any such “deemed consent” does not extend to the actual undertaking of the removal works, which shall remain the sole responsibility of Anglian Water or its contractors.

(8) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker shall, before taking or requiring any further step in such substitution works, use best endeavours to comply with Anglian Water’s reasonable requests for a reasonable period of time to enable Anglian Water to—

- (a) make network contingency arrangements; or
- (b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

### **Facilities and rights for alternative apparatus**

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Anglian Water facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and Anglian Water or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Anglian Water than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Anglian Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

(3) Such facilities and rights as are set out in this paragraph are deemed to include any statutory permits granted to the undertaker in respect of the apparatus in question, whether under the Environmental Permitting Regulations 2010 or other legislation.

## **Retained apparatus**

8.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus (or any means of access to it) the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to Anglian Water a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Anglian Water is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) Any approval of Anglian Water must—

- (a) not be unreasonably withheld or delayed;
- (b) in the case of a refusal must be accompanied by a statement of grounds for refusal;
- (c) is deemed to have been approved if it is neither given or refused within 28 days of the submission of the relevant information.

(5) If Anglian Water in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, sub-paragraphs (1) to (3) and (6) to (8) of paragraph 6 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

(6) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(7) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to Anglian Water notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances, using its best endeavours to keep the impact of those emergency works on Anglian Water's apparatus, on the operation of its water and sewerage network and on end-users of the services Anglian Water provides to a minimum.

(8) For the purposes of sub-paragraph (1) and without prejudice to the generality of the principles set out in that sub-paragraph, works are deemed to be in land near Anglian Water's apparatus (where it is a pipe) if those works fall within the following distances measured from the medial line of such apparatus—

- (a) 4 metres where the diameter of the pipe is less than 250 millimetres;
- (b) 5 metres where the diameter of the pipe is between 250 and 400 millimetres, and
- (c) a distance to be agreed on a case-by-case basis and before the submission of the plan under sub-paragraph (1) is submitted where the diameter of the pipe exceeds 400 millimetres.

## **Expenses and costs**

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Anglian Water all expenses reasonably incurred by Anglian Water in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule.

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(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated, and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 42 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Anglian Water by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

**10.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 4 or 6(2), or by reason of any subsidence resulting from such development or works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Anglian Water in making good such damage or restoring the supply; and
- (b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water;

by reason or in consequence of any such damage or interruption.

(2) The fact that any act or thing may have been done by Anglian Water on behalf of the undertaker or in accordance with a plan approved by Anglian Water or in accordance with any requirement of Anglian Water or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless Anglian Water fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Anglian Water, its officers, servants, contractors or agents.

**11.** Anglian Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made, without the consent of the undertaker (such consent not to be unreasonably withheld or delayed) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.



## Cooperation

12. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Anglian Water requires the removal of apparatus under paragraph 6(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 8(3), the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Anglian Water’s undertaking, using existing processes where requested by Anglian Water, provided it is appropriate to do so, and Anglian Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.

13. Where the undertaker identifies any apparatus which may belong to or be maintainable by Anglian Water but which does not appear on any statutory map kept for the purpose by Anglian Water, it shall inform Anglian Water of the existence and location of the apparatus as soon as reasonably practicable.

14. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Anglian Water in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

15. The undertaker and Anglian Water may by written agreement substitute any period of time for those periods set out in this Part of this Schedule.

16. For the avoidance of doubt whenever Anglian Water’s consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

17. Any difference or dispute arising between the undertaker and Anglian Water under this Part must, unless otherwise agreed in writing between the undertaker and Anglian Water, be determined by arbitration in accordance with article 42 (arbitration).

## PART 10

### For the protection of Norfolk Vanguard

1. The provisions of this Part apply for the protection of Vanguard unless otherwise agreed in writing between the undertaker and Vanguard.

2. In this Part—

“apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Vanguard or its successor in title within the Norfolk Vanguard Order land;

“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and “construct” and “constructed” must be construed accordingly;

“crossing area” means the land within land parcels 16-013, 16-014, 16-015, 16-018, 16-019 and 16-020 shown on the land plans and described in the book of reference;

“Norfolk Vanguard Order” means the Norfolk Vanguard Offshore Wind Farm Order 2022 (55);

“Norfolk Vanguard Order land” means Order land as defined in the Norfolk Vanguard Order;

“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the Norfolk Vanguard Order land;

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“proposed Norfolk Vanguard Cable Corridor” means the proposed location for any electrical circuit(s) and construction compound(s) permitted by the Norfolk Vanguard Order within the Norfolk Vanguard Order land;

“specified works” means within the crossing area so much of any works or operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

- (a) in, on, under, over or within 25 metres of the proposed Norfolk Vanguard Cable Corridor or any apparatus; or
- (b) may in any way adversely affect any apparatus;

“temporary works” so much of the specified works which are temporary works as set out within the Order; and

“Vanguard” means an undertaker with the benefit of all or part of the Norfolk Vanguard Order for the time being.

3. The consent of Vanguard under this Part is not required where the Norfolk Vanguard Order has expired without the authorised development having been commenced pursuant to requirement 1, in Part 3 of Schedule 1 to the Norfolk Vanguard Order.

4. Where conditions are included in any consent granted by Vanguard pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Vanguard.

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

- (a) acquire, extinguish, suspend, override or interfere with any rights that Vanguard has in respect of any apparatus or the proposed Norfolk Vanguard Cable Corridor;
- (b) acquire the Norfolk Vanguard Order land or acquire any new rights or impose restrictive covenants or exercise any powers of temporary use over or in relation to the Norfolk Vanguard Order land without the consent of Vanguard, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

6.—(1) The undertaker must not under the powers of this Order carry out any specified works without the consent of Vanguard, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Vanguard does not respond within 30 days then consent is deemed to be given.

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to Vanguard and must submit such further particulars available to it that Vanguard may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Vanguard.

(4) Any approval of Vanguard required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus or the proposed Norfolk Vanguard Cable Corridor or for securing access to any apparatus or the proposed Norfolk Vanguard Cable Corridor.

(5) Without limiting sub-paragraph (1), it is not reasonable for Vanguard to withhold or delay any consent or approval under this Part in relation to specified works solely on the basis of thermal interaction where the plans of the specified works submitted under sub-paragraph (2) demonstrate that all reasonable steps have been taken to minimise thermal interaction between the specified works and any apparatus or the proposed Norfolk Vanguard Cable Corridor.



(6) Where Vanguard requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Vanguard's reasonable satisfaction.

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any specified works, new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.

7.—(1) The undertaker must give to Vanguard not less than 28 days' written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of their construction, must give Vanguard written notice of the completion.

(2) The undertaker is not required to comply with paragraph 6 or sub-paragraph (1) in a case of emergency, but in that case it must give to Vanguard notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonable practicable subsequently and must comply with paragraph 6 in so far as is reasonably practicable in the circumstances.

8. The undertaker must at all reasonable times during construction of the specified works allow Vanguard and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

9.—(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Vanguard requiring the undertaker to do so, remove the temporary works.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Vanguard may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

10. If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Vanguard to maintain or use the apparatus no less effectively than was possible before the obstruction.

11. Subject to paragraph 10 the undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Vanguard to the proposed Norfolk Vanguard Cable Corridor.

12. To ensure its compliance with this Part, the undertaker must before carrying out any specified works or operations pursuant to this Order request up-to-date written confirmation from Vanguard of the location of any apparatus or the proposed Norfolk Vanguard Cable Corridor.

13. The undertaker and Vanguard must each act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part.

14. The undertaker must pay to Vanguard the reasonable expenses incurred by Vanguard in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the proposed Norfolk Vanguard Cable Corridor.

15.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Vanguard, or Vanguard becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Vanguard in making good such damage or restoring the service or supply; and

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(b) compensate Vanguard for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Vanguard, by reason or in consequence of any such damage or interruption or Vanguard becoming liable to any third party as aforesaid.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Vanguard, its officers, servants, contractors or agents.

(3) Vanguard must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) Vanguard must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 15 applies. If requested to do so by the undertaker, Vanguard shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 15 for claims reasonably incurred by Vanguard.

(5) The fact that any work or thing has been executed or done with the consent of Vanguard and in accordance with any conditions or restrictions prescribed by Vanguard or in accordance with any plans approved by Vanguard or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

**16.** Any dispute arising between the undertaker and Vanguard under this Part must be determined by arbitration under article 42 (arbitration).

## PART 11

### For the protection of Norfolk Boreas

**1.** The provisions of this Part apply for the protection of Boreas unless otherwise agreed in writing between the undertaker and Boreas.

**2.** In this Part—

“apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Boreas or its successor in title within the Norfolk Boreas Order Land;

“Boreas” means an undertaker with the benefit of all or part of the Norfolk Boreas Order for the time being;

“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and “construct” and “constructed” must be construed accordingly;

“crossing area” means the land within land parcels 16-013, 16-014, 16-015, 16-018, 16-019 and 16-020 shown on the land plans and described in the book of reference;

“Norfolk Boreas Order” means the Norfolk Boreas Offshore Wind Farm Order 2021(56);

“Norfolk Boreas Order land” means Order land as defined in the Norfolk Boreas Order;

“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the Norfolk Boreas Order land;

“proposed Norfolk Boreas Cable Corridor” means the proposed location for any electrical circuit(s) and construction compound(s) permitted by the Norfolk Boreas Order within the Norfolk Boreas Order land;

“specified works” means within the crossing area so much of any works or operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

- (a) in, on, under, over or within 25 metres of the proposed Norfolk Boreas Cable Corridor or any apparatus; or
- (b) may in any way adversely affect any apparatus; and

“temporary works” so much of the specified works which are temporary works as set out within the Order.

**3.** The consent of Boreas under this Part is not required where the Norfolk Boreas Order has expired without the authorised development having been commenced pursuant to any requirement of Schedule 1 to the Norfolk Boreas Order.

**4.** Where conditions are included in any consent granted by Boreas pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Boreas.

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

- (a) acquire, extinguish, suspend, override or interfere with any rights that Boreas has in respect of any apparatus or the proposed Norfolk Boreas Cable Corridor;
- (b) acquire the Norfolk Boreas Order land or acquire any new rights or impose restrictive covenants or exercise any powers of temporary use over or in relation to the Norfolk Boreas Order land without the consent of Boreas, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

**6.—(1)** The undertaker must not under the powers of this Order carry out any specified works without the consent of Boreas, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Boreas does not respond within 30 days then consent is deemed to be given.

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to Boreas and must submit such further particulars available to it that Boreas may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Boreas.

(4) Any approval of Boreas required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus or the proposed Norfolk Boreas Cable Corridor or for securing access to any apparatus or the proposed Norfolk Boreas Cable Corridor.

(5) Without limiting sub-paragraph (1), it is not reasonable for Boreas to withhold or delay any consent or approval under this Part in relation to specified works solely on the basis of thermal interaction where the plans of the specified works submitted under sub-paragraph (2) demonstrate that all reasonable steps have been taken to minimise thermal interaction between the specified works and any apparatus or the proposed Norfolk Boreas Cable Corridor.

(6) Where Boreas requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Boreas’s reasonable satisfaction.

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(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any specified works, new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.

7.—(1) The undertaker must give to Boreas not less than 28 days' written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of their construction, must give Boreas written notice of the completion.

(2) The undertaker is not required to comply with paragraph 6 or sub-paragraph (1) in a case of emergency, but in that case it must give to Boreas notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonable practicable subsequently and must comply with paragraph 6 in so far as is reasonably practicable in the circumstances.

8. The undertaker must at all reasonable times during construction of the specified works allow Boreas and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

9.—(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Boreas requiring the undertaker to do so, remove the temporary works.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Boreas may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

10. If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Boreas to maintain or use the apparatus no less effectively than was possible before the obstruction.

11. Subject to paragraph 10, the undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Boreas to the proposed Norfolk Boreas Cable Corridor.

12. To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order request up-to-date written confirmation from Boreas of the location of any apparatus or the proposed Norfolk Boreas Cable Corridor.

13. The undertaker and Boreas must each act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part.

14. The undertaker must pay to Boreas the reasonable expenses incurred by Boreas in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the proposed Norfolk Boreas Cable Corridor.

15.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Boreas, or Boreas becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Boreas in making good such damage or restoring the service or supply; and
- (b) compensate Boreas for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Boreas, by reason or in consequence of any such damage or interruption or Boreas becoming liable to any third party as aforesaid.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Boreas, its officers, servants, contractors or agents.

(3) Boreas must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) Boreas must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 15 applies. If requested to do so by the undertaker, Boreas shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 15 for claims reasonably incurred by Boreas.

(5) The fact that any work or thing has been executed or done with the consent of Boreas and in accordance with any conditions or restrictions prescribed by Boreas or in accordance with any plans approved by Boreas or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

16. Any dispute arising between the undertaker and Boreas under this Part must be determined by arbitration under article 42 (arbitration).

## PART 12

### For the protection of Eastern Power Networks Plc

#### Application

1. For the protection of the persons referred to in this part of this Schedule the following provisions will, unless otherwise agreed in writing between the undertaker and the person concerned, have effect.

#### Interpretation

2. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of the protected person to enable the protected person in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means in respect of the various protected persons means electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by that protected person;

“commence” has the same meaning as in article 2 but for the purposes of this Part of Schedule 14 any works whatsoever which are near to or may affect apparatus of the protected person will be included within this definition and for the avoidance of doubt this includes works for the diversion or laying of services;

“functions” includes powers and duties;

“in”, in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of the protected person including construct, use, repair, alter, inspect, renew or remove the apparatus;

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“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed;

“protected person” means any licence holder within the meaning of Part 1 of the Electricity Act 1989.

3. Except for paragraph 4 (apparatus in closed streets), and 9 (retained apparatus: protection), this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the protected person are regulated by the provisions of Part 3 of the 1991 Act (as if this Order did not apply).

### **Apparatus of Protected Persons in closed streets**

4. Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 10 (temporary closure of streets), or otherwise under this Order, a protected person will be at liberty at all times to take all necessary access across any such closed highway or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the closure or diversion was in that highway subject always to the undertaking of works by the undertaker authorised by this Order.

### **Protective works to buildings**

5.—(1) The undertaker, in the case of the powers conferred by this Order will so exercise those powers as not to obstruct or render less convenient the access to any apparatus without the written consent of the protected person and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of any protected person or any interruption in the supply of electricity, gas or water, as the case may be, by the protected person is caused, the undertaker will bear and pay on demand the cost reasonably incurred by that protected person in making good such damage or restoring the supply; and, subject to sub-paragraph (2), will—

- (a) make compensation to the undertaker for any loss sustained by it; and
- (b) reimburse the protected person against all reasonably made claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by that protected person, by reason of any such damage or interruption.

(2) Nothing in this paragraph will impose any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of a protected person or its contractors or workmen; and the protected person will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof will be made without first consulting the undertaker and giving it an opportunity to make representations as to the claim or demand.

### **Acquisition of land**

6. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker will not acquire any apparatus or override any easement or other interest of a protected person or acquire any land or other interest of a protected person or create any new rights over the same otherwise than by agreement of the protected person, such agreement not to be unreasonably withheld or delayed.

### **Removal of apparatus**

7.—(1) If, in the exercise of agreement reached in accordance with paragraph 6 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed,



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that apparatus will not be removed under this part of this Schedule and any right of a protected person to maintain that apparatus in that land will not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of the protected person in question in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it will give to the protected person in question 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a protected person reasonably needs to remove any of its apparatus) the undertaker will, subject to sub-paragraph (3), afford to the protected person to their satisfaction (taking into account sub-paragraph 8(1) below) the necessary facilities and rights for—

- (a) the construction of alternative apparatus in other land of the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the protective person in question will, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for the protected person to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of the undertaker under this part of this Schedule will be constructed in such manner and in such line or situation as may be agreed between the protected person in question and the undertaker both acting reasonably.

(5) The protected person in question will, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to the protected person of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this part of this Schedule.

### **Facilities and rights for alternative apparatus**

8.—(1) Where, in accordance with the provisions of this part of this Schedule, the undertaker affords to a protected person facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights will be granted upon such terms and conditions as may be agreed between the undertaker and the protected person in question and will be no less favourable on the whole to the protected person in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by the protected person.

(2) If the facilities and rights to be afforded by the undertaker and agreed with the protected person under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to the protected person in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration and, the arbitrator will make such provision for the payment of compensation by the undertaker to that protected person as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

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### **Retained apparatus: Protection**

9.—(1) Not less than 56 days before commencing the execution of any works authorised by this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under sub-paragraph 7(2) or otherwise, the undertaker will submit to the protected person in question a plan.

(2) In relation to any works which will or may be situated on, over, under or within 15 metres measured in any direction of any apparatus, or involve embankment works within 15 metres of any apparatus, the plan to be submitted to the protected person under sub-paragraph (1) will be detailed including a material statement and describing—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus; and
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) proposed mitigation required.

(3) The undertaker will not commence the construction or renewal of any works to which sub-paragraph (2) applies until the protected person has given written approval of the plan so submitted.

(4) The protected person may require as a condition of their consent the undertaker to enter into an asset protection agreement in a form which is reasonably required by the protected person to ensure that the undertaker provides enough mitigation for the works.

(5) Any approval of the protected person required under sub-paragraph (2)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7);
- (b) will not be unreasonably withheld or delayed;
- (c) will be deemed to be granted 14 days after the expiry of the 56 day period if no response to the request for approval has been provided within that initial 56 day period.

(6) In relation to a work to which sub-paragraph (2) applies, the protected person may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works executed under this Order will be executed only in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (4), as amended from time to time by agreement between the undertaker and the protected person and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by the protected person for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the protected person will be entitled to watch and inspect the execution of those works.

(8) Where any protected person requires any protective works to be carried out either by the protected person itself or by the undertaker (whether of a temporary or permanent nature) such protective works will be carried out to the protected person's reasonable satisfaction prior to the carrying out of any works authorised by the Order (or any relevant part thereof) and the protected person in question will give 56 days' notice of such works from the date of approval of a plan submitted in line with sub-paragraphs (1) or (4) (except in an emergency).

(9) If a protected person in accordance with sub-paragraphs (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives



written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 will apply as if the removal of the apparatus had been required by the undertaker under sub-paragraph 7(2).

(10) Nothing in this paragraph will preclude the undertaker from submitting at any time or from time to time, but in no case will the execution of any works commence until 56 days have lapsed following submission of any new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan; and

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it will give to the protected person in question notice as soon as is reasonably practicable and a plan of those works and will comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances.

## Expenses

10.—(1) Subject to the following provisions of this paragraph, the undertaker will repay to a protected person on demand all charges, costs and expenses reasonably incurred by that protected person in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that the protected person elects to use compulsory purchase powers to acquire any necessary rights under sub-paragraph 7(3) all costs incurred as a result of such action;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or in default of agreement settled by arbitration in accordance with article 42 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be

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payable to the protected person in question by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a protected person in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the protected person any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

**11.**—(1) Subject to sub-paragraphs (2) and (3) of this paragraph 11, if by reason or in consequence of the execution of any works in, on, under or over any land purchased, held, appropriated or used under this Order, any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a protected person, or there is any interruption in any service provided, or in the supply of any goods, by any protected person, the undertaker must bear and pay the cost reasonably incurred by that protected person in making good such damage or restoring the supply, and must—

- (a) make reasonable compensation to that protected person for any other expenses, loss, damages, penalty or costs incurred by the protected person; and
- (b) indemnify the protected person against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from, or incurred by, the protected person,

by reason or in consequence of any such damage or interruption; and the fact that any act or thing may have been done by the protected person on behalf the undertaker or in accordance with plans approved by the protected person or in accordance with any requirement of the protected person or under its supervision does not, subject to sub-paragraph (2), excuse the undertaker from any liability under the provisions of this paragraph.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a protected person, its officers, servants, contractors or agents.

(3) A protected person must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker, which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

### **Enactments and agreements**

**12.** Nothing in this part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and a protected person in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

### **Co-operation**

13. Where in consequence of the proposed construction of any of the authorised development, the undertaker or a protected person requires the removal of apparatus under sub-paragraph 7(2) or a protected person makes requirements for the protection or alteration of apparatus under sub-paragraph (9), the undertaker will use its best endeavours to co-ordinate the execution of the works in the interests of safety and the need to ensure the safe and efficient operation of the protected person's undertaking taking into account the undertaker's desire for the efficient and economic execution of the authorised development and the undertaker and each relevant protected person will co-operate with each other for those purposes.

### **Access**

14. If in consequence of an agreement reached in accordance with sub-paragraph 6(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker will provide such alternative means of access to such apparatus as will enable the protected person to maintain or use the apparatus no less effectively than was possible before such obstruction.

### **Arbitration**

15. Save for differences or disputes arising under sub-paragraphs 7(2), 7(4), 8(1) and 9 any difference or dispute arising between the undertaker and a protected person under this Part of this Schedule will, unless otherwise agreed in writing between the undertaker and that protected person, be determined by arbitration in accordance with article 42 (arbitration).

## **PART 13**

### **For the protection of National Highways Limited**

#### **Application etc.**

1.—(1) The provisions of this Part of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways.

(2) Except where expressly amended by the Order the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the Transport Act 2000, or Town and Country Planning (General Permitted Development) (England) Order 2015 which shall continue to apply in respect of the exercise of all National Highways' statutory functions.

#### **Interpretation**

2.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2) the latter prevail.

(2) In this Part of this Schedule—

“as built information” means one electronic copy of the following information—

- (a) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker; in compliance with Interim Advice Note 184 or any successor document;
- (b) list of suppliers and materials used, as well as any test results and relevant CCTV surveys (if required to comply with DMRB standards);
- (c) product data sheets and technical specifications for all materials used;

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- (d) as constructed information for any utilities discovered or moved during the works;
- (e) method statements for the works carried out;
- (f) in relation to road lighting, signs and traffic signals, any information required by Series 1300 and 1400 of the Specification for Highway Works or any replacement or modification of it;
- (g) organisation and methods manuals for all products used;
- (h) as constructed programme;
- (i) test results and records as required by the detailed design information and during construction phase of the project;
- (j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways;
- (k) the health and safety file; and
- (l) such other information as is required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway's Asset Data Management Manual as is in operation at the relevant time.

“the bond sum” means the sum equal to 200% of the cost of the carrying out the specified works (to include all costs plus any commuted sum) or such other sum agreed between the undertaker and National Highways;

“the cash surety” means the sum agreed between the undertaker and National Highways;

“commuted sum” means such sum calculated as provided for in paragraph 9 of this Part of this Schedule to be used to fund the future cost of maintaining the specified works;

“condition survey” means a survey of the condition of National Highways structures and assets within the Order limits that may be affected by the specified works;

“contractor” means any contractor or subcontractor appointed by the undertaker to carry out the specified works;

“defects period” means the period from the date of the provisional certificate to the date of the final certificate which shall be no less than 12 months from the date of the provisional certificate;

“detailed design information” means such of the following drawings specifications and calculations as are relevant to the specified works—

- (a) site clearance details;
- (b) boundary, environmental and mitigation fencing;
- (c) road restraints systems and supporting road restraint risk appraisal process assessment;
- (d) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways;
- (e) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;
- (f) pavement, pavement foundations, kerbs, footways and paved areas;
- (g) traffic signs and road markings;
- (h) traffic signal equipment and associated signal phasing and timing detail;
- (i) road lighting (including columns and brackets);
- (j) regime of California Bearing Ratio testing;
- (k) electrical work for road lighting, traffic signs and signals;

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- (l) motorway communications as required by DMRB;
- (m) highway structures and any required structural approval in principle;
- (n) landscaping;
- (o) proposed departures from DMRB standards;
- (p) walking, cycling and horse-riding assessment and review report;
- (q) stage 1 and stage 2 road safety audits and exceptions agreed;
- (r) utilities diversions;
- (s) topographical survey;
- (t) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it;
- (u) health and safety information including any asbestos survey required by GG105 or any successor document; and
- (v) other such information that may be required by National Highways to be used to inform the detailed design of the specified works;

“DBFO contract” means the contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the strategic road network which are within the Order Limits or any successor or replacement contract that may be current at the relevant time;

“DMRB” means the Design Manual for Roads and Bridges or any replacement or modification of it;

“final certificate” means the certificate relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 9;

“the health and safety file” means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction Design and Management Regulations 2015 (or such updated or revised regulations as may come into force from time to time);

“highway operations and maintenance contractor” means the contractor appointed by National Highways under the DBFO contract;

“nominated persons” means the undertaker’s representatives or the contractor’s representatives on site during the carrying out of the specified works as notified to National Highways from time to time;

“programme of works” means a document setting out the sequence and timetabling of the specified works;

“provisional certificate” means the certificate of provisional completion relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 7 when it considers the specified works are substantially complete and may be opened for traffic;

“road safety audit” means an audit carried out in accordance with the road safety audit standard;

“road safety audit standard” means DMRB Standard HD GG119 or any replacement or modification of it;

“road space booking” means road space bookings in accordance with National Highways’ Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy;

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“Specification for Highways Works” means the specification for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network;

“specified works” means so much of any work, including highway works and signalisation, authorised by this Order including any maintenance of that work, as is undertaken on, in, under or over the strategic road network for which National Highways is the highway authority;

“strategic road network” means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including drainage infrastructure, street furniture, verges and vegetation and all other land, apparatus and rights located in, on, over or under the highway for which National Highways is the highway authority;

“utilities” means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991; and

“winter maintenance” means maintenance of the road surface to deal with snow and ice.

(3) — References to any standards, manuals, contracts, regulations and directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

### **General**

3. In respect of any part of the strategic road network that is managed under a DBFO contract both National Highways and the highway operations and maintenance contractor shall have the benefit of this Part of Schedule 14 but for the purposes of any approvals required under this Part of Schedule 14 the undertaker shall liaise directly with National Highways.

4. Notwithstanding any limits of deviation permitted pursuant to the Order, no works in carrying out, maintaining or diverting the authorised development may be carried out under the strategic road network at a distance within 4 metres of the lowest point of the ground.

5. References to any standards, manuals, contracts, regulations and directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

### **Works outside the Order limits**

6. If the undertaker proposes to carry out works to the strategic road network that are outside of the Order limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works.

### **Prior approvals and security**

7.—(1) The specified works must not commence until—

- (a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;
- (b) the programme of works has been approved by National Highways;

- (c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—
    - (i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a);
    - (ii) details of the proposed road space bookings;
    - (iii) the identity and qualification of the contractor and nominated persons;
    - (iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker; and
    - (v) information demonstrating that the walking, cycling and horse-riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding;
  - (d) a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;
  - (e) stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c)(iv) above;
  - (f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard;
  - (g) the undertaker has agreed the estimate of the commuted sum with National Highways;
  - (h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the specified works (which must include winter maintenance) has been agreed in writing by National Highways;
  - (i) the undertaker has procured to National Highways collateral warranties in a form approved by National Highways from the contractor and designer of the specified works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill, care and diligence in designing and constructing the specified works, including in the selection of materials, goods, equipment and plant; and
  - (j) a condition survey and regime of monitoring of any National Highways assets or structures that National Highways considers will be affected by the specified works, has been agreed in writing by National Highways.
- (2) The undertaker must not exercise—
- (a) article 4 (maintenance of authorised development);
  - (b) article 8 (street works);
  - (c) article 10 (temporary closure of streets);
  - (d) article 11 (temporary closure of public rights of way);
  - (e) article 14 (discharge of water);
  - (f) article 15 (protective works to buildings);
  - (g) article 16 (authority to survey and investigate land);
  - (h) article 17 (compulsory acquisition of land);
  - (i) article 19 (compulsory acquisition of rights);
  - (j) article 24 (rights under or over streets);
  - (k) article 25 (temporary use of land for carrying out the authorised project);

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(l) article 26 (temporary use of land for maintaining the authorised project); or  
 (m) article 33 (felling or lopping trees or removal of hedgerows) of this Order,  
 over any part of the strategic road network without the consent of National Highways, and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space bookings and submit a scheme of traffic management as required for National Highways' approval.

(3) National Highways must prior to the commencement of the specified works or the exercise of any power referenced in sub-paragraph (2) inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraphs (1) or (2).

(4) Any approval of National Highways required under this paragraph 4—

- (a) must not be unreasonably withheld;
- (b) must be given in writing;
- (c) shall be deemed to have been refused if neither given nor refused within 2 months of the receipt of the information for approval or, where further particulars are requested by National Highways within 2 months of receipt of the information to which the request for further particulars relates; and
- (d) may be subject to any conditions as National Highways considers necessary.

(5) Any change to the identity of the contractor and/or designer of the specified works will be notified to National Highways immediately and details of their suitability to deliver the specified works will be provided on request along with collateral warranties in a form agreed by National Highways.

(6) Any change to the detailed design of the specified works must be approved by National Highways in accordance with sub-paragraph 7(1) of this Part.

### **Construction of the specified works**

8.—(1) The undertaker must give National Highways 28 days' notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways.

(2) The undertaker must comply with National Highways' road space booking procedures prior to and during the carrying out the specified works and no specified works for which a road space booking is required shall commence without a road space booking having first been secured from National Highways.

(3) The specified works must be carried out by the undertaker to the satisfaction of National Highways in accordance with—

- (a) the relevant detailed design information and programme of works approved pursuant to sub-paragraph 7(1) above or as subsequently varied by agreement between the undertaker and National Highways;
- (b) the DMRB, the Manual of Contract Documents for Highway Works, including the Specification for Highway Works, together with all other relevant standards as required by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by National Highways; and
- (c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker, as client, must ensure that all client duties (as defined in the said regulations) are undertaken to the satisfaction of National Highways.



(4) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain access to the specified works for the purposes of inspection and supervision of the specified works.

(5) If any part of the specified works is constructed—

- (a) other than in accordance with the requirements of this Part of this Schedule; or
- (b) in a way that causes damage to the highway, highway structure or asset or any other land of National Highways,

National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the satisfaction of National Highways.

(6) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the strategic road network, then National Highways may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(7) If within 28 days on which a notice under sub-paragraph (6) or sub-paragraph (7) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover any expenditure incurred by National Highways in so doing, such sum to be payable within 30 days of demand.

(8) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing.

(9) In constructing the specified works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the satisfaction of National Highways.

(10) During the construction of the specified works the undertaker must carry out all maintenance (including winter maintenance) in accordance with the scope of maintenance operations agreed by National Highways pursuant to paragraph 7(1)(h) and the undertaker must carry out such maintenance at its own cost.

(11) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to paragraph 7(1)(b) of this Part or suspends the carrying out of any specified work beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

## **Payments**

9.—(1) The undertaker must pay to National Highways a sum equal to the whole of any costs and expenses which National Highways reasonably incurs (including costs and expenses for using internal or external staff and costs relating to any work which becomes abortive) in relation to the specified works, and in relation to any approvals sought under this Order, or otherwise incurred under this Part including—

- (a) the checking and approval of the information required under paragraph 7(1);
- (b) the supervision of the specified works;
- (c) the checking and approval of the information required to determine approvals under this Order;

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- (d) all costs in relation to the transfer of any land required for the specified works;
- (e) all legal and administrative costs and disbursements incurred by National Highways in connection with the specified works and sub-paragraphs (a) to (d); and
- (f) any value added tax which is payable by National Highways only in respect of such costs and expenses arising under this paragraph and for which it cannot obtain reinstatement from HM Revenue and Customs;

together comprising “the NH costs”.

(2) National Highways must within 14 days of receipt of the information pursuant to sub-paragraph 5(1) provide the undertaker with a schedule showing its estimate of the NH costs.

(3) The undertaker must within 30 days of receipt of the notice pursuant to sub-paragraph (2) pay to National Highways the estimate of the NH costs.

(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs notified pursuant to sub-paragraph (2) it may give notice to the undertaker of the amount that it believes the NH costs will exceed the estimate (“the excess”).

(5) The undertaker must within 30 days of receipt of the notification pursuant to sub-paragraph (4) pay to National Highways an amount equal to the excess.

(6) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1) above as a fully itemised invoice within 30 days of the issue of the provisional certificate issued pursuant to paragraph 10(4).

(7) Within 30 days of the issue of the final account—

- (a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it; and
- (b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker.

(8) The undertaker must pay to National Highways within 30 days of receipt and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the specified works.

### **Provisional certificate**

**10.—**(1) Following any closure or partial closure of any of the strategic road network for the purposes of carrying out the specified works, National Highways will carry out a site inspection to satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways prior to reopening the strategic road network.

(2) As soon as the undertaker considers that the provisional certificate may be properly issued it must apply to National Highways for the provisional certificate.

(3) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable—

- (a) inspect the specified works; and
- (b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.

(4) When—

- (a) a stage 3 road safety audit for the specified works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways;
  - (b) the specified works incorporating the approved remedial works under sub-paragraph (4) (a) and any further works notified to the undertaker pursuant to sub-paragraph 10(3)(b) have been completed to the satisfaction of National Highways;
  - (c) the as built information has been provided to National Highways; and
  - (d) the undertaker has paid the commuted sum to National Highways, National Highways must issue the provisional certificate.
- (5) On the issue of the provisional certificate the bond sum shall be reduced to 20% of the total bond sum save insofar as any claim or claims have been made against the bond before that date in which case National Highways will retain a sufficient sum to ensure it does not have to meet any costs for or arising from the specified works.
- (6) The undertaker must submit a stage 4 road safety audits as required by and in line with the timescales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must pay all costs of and incidental to such and provide updated as-built information to National Highways.

## **Opening**

**11.** The undertaker must notify National Highways not less than 56 days in advance of the intended date of opening to the public of the strategic road network and the undertaker must notify National Highways of the actual date the strategic road network will be opened to the public within 14 days of that date.

## **Final condition survey**

**12.—(1)** The undertaker must as soon as reasonably practicable after making its application for a provisional certificate pursuant to paragraph 10(2), arrange for the highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD622 if the specified works include any works beneath the strategic road network.

(2) If the re-surveys carried out pursuant to sub-paragraph 12(1) indicates that any damage has been caused to a structure or asset, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing, and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted.

(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme, National Highways may carry out the steps required of the undertaker and may recover any expenditure it reasonably incurs in so doing.

(4) National Highways may, at its discretion, at the same time as giving its approval to the re-surveys pursuant to sub-paragraph 12(1) give notice in writing that National Highways will remedy any damage identified in the re-surveys and National Highways may recover any expenditure it reasonably incurs in so doing.

(5) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified work following its completion that the undertaker may from time to time carry out.

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### **Defects period**

13.—(1) The undertaker must at its own expense remedy any defects in the strategic road network as are reasonably required by National Highways to be remedied during the defects period. All identified defects must be remedied in accordance with the following timescales—

- (a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways);
- (b) in respect of matters which National Highways considers to be serious defects or faults, within 14 days of receiving notification of the same; and
- (c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same.

(2) Following the expiry of the defects period National Highways has responsibility for routine maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

### **Final certificate**

14.—(1) The undertaker must apply to National Highways for the final certificate no sooner than 12 months from the date of the provisional certificate.

(2) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable—

- (a) inspect the strategic road network; and
  - (b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network or confirmation that no such works are required for this purpose.
- (3) The undertaker must carry out such works notified to it pursuant to sub-paragraph 14(2).
- (4) When National Highways is satisfied that—
- (a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph 14(2) and any remedial works required as a result of the stage 4 road safety audit have been made good to the satisfaction of National Highways; and
  - (b) the NH costs have been paid to National Highways in full;
  - (c) National Highways must issue the final certificate after which the bond shall be released in full.

(5) The undertaker must pay to National Highways within 28 days of demand the costs reasonably incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to these provisions.

### **Security**

15.—(1) The specified works must not commence until—

- (a) the undertaker procures that the specified works are secured by a bond from a bondsman first approved by National Highways in the agreed form between the undertaker and National Highways to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order and the specified works under the provisions of this Part of this Schedule provided that the maximum liability of the bond must not exceed the bond sum; and

- (b) the undertaker has provided the cash surety which may be utilised by National Highways in the event of the undertaker failing to meet its obligations to make payments under paragraph 9 or to carry out works the need for which arises from a breach of one or more of the obligations of the undertaker under the provisions of this Part of this Schedule.

### **Commuted sums**

**16.**—(1) National Highways must provide to the undertaker an estimate of the commuted sum, calculated in accordance with FS Guidance S278 Commuted Lump Sum Calculation Method dated 18 January 2010 or any successor guidance, prior to the commencement of the specified works.

(2) The undertaker must pay to National Highways the commuted sum prior to the issue of the provisional certificate.

### **Insurance**

**17.** Prior to the commencement of the specified works the undertaker must effect public liability insurance with an insurer in the minimum sum of £10,000,000.00 (ten million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of specified works or use of the strategic road network by the undertaker.

### **Indemnity**

**18.** The undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways arising from the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order within 30 days of demand save for any loss arising out of or in consequence of any negligent act or default of National Highways.

### **Maintenance of the specified works**

**19.**—(1) The undertaker must, prior to the commencement of any works of maintenance to the specified works, give National Highways 28 days' notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.

(2) If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of the specified works for which a road space booking is required shall commence without a road space booking having first been secured.

(3) The undertaker must comply with any requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than 7 days in advance of the planned commencement date of the maintenance works.

(4) The provisions of paragraph 11 shall apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph.

### **Land**

**20.**—(1) The undertaker must not under the powers of this Order—

- (a) acquire or use land forming part of;
- (b) acquire new or existing rights over; or
- (c) seek to impose or extinguish any restrictive covenants over;

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any of the strategic road network, or extinguish any existing rights of National Highways in respect of any third party property, except with the consent of National Highways by written request to [legalserviceteam@nationalhighways.co.uk](mailto:legalserviceteam@nationalhighways.co.uk).

### **Expert Determination**

**21.**—(1) Article 42 (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference under this Part of this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.

(4) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date that an expert is appointed.

(5) The expert must—

- (a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 7 days of the expert’s appointment;
- (b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;
- (c) issue a decision within 7 days of receipt of the submissions under sub-paragraph (b); and
- (d) give reasons for the decision.

(6) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 42 (arbitration).

(7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

## **PART 14**

### **For the protection of Perenco North Sea Limited**

#### **Application**

**1.** For the protection of Licensee the following provisions have effect, unless otherwise agreed in writing between the undertaker and Licensee.

#### **Interpretation**

**2.** In this Part of this Schedule—

“facilities proximity area” means an obstacle-free area comprising a cylinder with a horizontal radius of one point two six nautical miles (1.26nm) extending from the centre of the existing Waveney platform located within the Licence and extending vertically from mean sea level;

“Licence” means United Kingdom Petroleum Production Licence P.780 Block 48/17c;

“Licensee” means the licensee from time to time of the Licence, who at the date hereof is Perenco;

“line of sight” the line of sight communications link from the existing Waveney platform located within the Licence to/from any other installation and/or to/from any onshore control room together with any associated infrastructure, equipment, software, systems, circuits, channels and licenses;

“Perenco” means Perenco North Sea Limited (company number SC293676) registered at C/O Dwf LLP, 2 Semple Street, Edinburgh, Scotland, EH3 8BL;

“pipeline” means the 8-inch (8”) diameter gas pipeline with pipeline reference number PL-2555 connecting the Durango well to the Waveney platform located within the Licence, together with any associated umbilicals, plant and equipment serving that pipeline;

“pipeline proximity area” means the area five hundred (500) metres either side and directly above the pipeline; and

“specified works” means any works comprised within the authorised development, including temporary surface infrastructure, which are—

- (a) within the pipeline proximity area;
- (b) relate to any part of the authorised development; and
- (c) which would or may in any way adversely affect the pipeline or Licensee’s access to the pipeline,

but excluding works for the construction of wind turbine generators or offshore substation platforms.

### **Works affecting the facilities**

3.—(1) The undertaker must not construct, or carry out any works to install any wind turbine generators or offshore substation platforms within the pipeline proximity area or within the facilities proximity area or to adversely affect the line of sight.

(2) No specified works are to be commenced until the undertaker and the Licensee have entered into a pipeline proximity agreement substantially in the form published by Offshore Energies UK (October 2015 edition).

### **Cooperation**

4. The undertaker and the Licensee must each act in good faith and use reasonable endeavours to cooperate with, and provide assistance to, each other as may be required to give effect to the provisions of this Schedule.

## SCHEDULE 15

Article 42

### Arbitration Rules

### **Primary objective**

1.—(1) The primary objective of these arbitration rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within four months from the date the Arbitrator is appointed pursuant to article 42 (arbitration) of the Order.

(2) The Parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the Parties. Any dispute which is not resolved amicably by the senior management of the Parties within 20 business days of the dispute arising, or such longer period as agreed in writing by the Parties, shall be subject to arbitration in accordance with the terms of this Schedule.

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(3) The Arbitration is deemed to have commenced when a party (“the Claimant”) serves a written notice of arbitration on the other party (“the Respondent”).

### **Time periods**

2.—(1) All time periods in these Arbitration Rules are measured in days and include weekends, but not bank or public holidays.

- (2) Time periods are calculated from the day after the Arbitrator is appointed which is either—
- (a) the date the Arbitrator notifies the parties in writing of the Arbitrator’s acceptance of an appointment by agreement of the parties; or
  - (b) the date the Arbitrator is appointed by the Secretary of State.

### **Timetable**

3.—(1) The timetable for the Arbitration is set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 14 days of the Arbitrator being appointed, the Claimant must provide both the Respondent and the Arbitrator with—

- (a) a written Statement of Claim which describes the nature of the difference between the parties, the legal and factual issues, the Claimant’s contentions as to those issues, the amount of its claim and/or the remedy it is seeking; and
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 14 days of receipt of the Claimant’s statements under sub-paragraph (2) by the Arbitrator and Respondent, the Respondent must provide the Claimant and the Arbitrator with—

- (a) a written Statement of Defence responding to the Claimant’s Statement of Claim, its statement in respect of the nature of the difference, the legal and factual issues in the Claimant’s claim, its acceptance of any element(s) of the Claimant’s claim, its contentions as to those elements of the Claimant’s claim it does not accept;
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and
- (c) any objections it wishes to make to the Claimant’s statements, comments on the Claimant’s expert report(s) (if submitted by the Claimant) and explanations for the objections.

(4) Within 7 days of the Respondent serving its statements under sub-paragraph (3), the Claimant may make a Statement of Reply by providing both the Respondent and the Arbitrator with—

- (a) a written statement responding to the Respondent’s submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;
- (b) all statements of evidence and copies of documents in response to the Respondent’s submissions;
- (c) any expert report in response to the Respondent’s submissions;
- (d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent; and
- (e) its written submissions in response to the legal and factual issues involved.



## Procedure

4.—(1) The parties' pleadings, witness statements and expert reports (if any) must be concise. No single pleading is to exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The Arbitrator must make an award on the substantive difference(s) based solely on the written material submitted by the parties unless the Arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within 2 days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within 7 days of receiving the last submission, the Arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within 10 days of the Arbitrator advising the parties that he is to hold a hearing, the date and venue for the hearing must be fixed by agreement with the parties, save that if there is no agreement the Arbitrator must direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the Arbitrator's direction confirming the date and venue of the hearing.

(6) A decision must be made by the Arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the Arbitrator, then any expert(s) attending the hearing may be asked questions by the Arbitrator.

(7) There is no process of examination and cross-examination of experts, but the Arbitrator must invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the Arbitrator's questions. Prior to the hearing the procedure for the expert(s) is—

- (a) at least 28 days before a hearing, the Arbitrator must provide a list of issues to be addressed by the expert(s);
- (b) if more than one expert is called, they are to jointly confer and produce a joint report or reports within 14 days of the issues being provided; and
- (c) the form and content of a joint report must be as directed by the Arbitrator and must be provided at least 7 days before the hearing.

(8) Within 14 days of a Hearing or a decision by the Arbitrator that no hearing is to be held the Parties may by way of exchange provide the Arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The Arbitrator must take these submissions into account in the Award.

(9) The Arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within four months of the date on which they are appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the Arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(11) The Arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given are proportionate to the issues in dispute and the time available to the Arbitrator to deliver the award.

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### **Arbitrator's powers**

5.—(1) The Arbitrator has all the powers of the Arbitration Act 1996<sup>(57)</sup>, including the non-mandatory sections, save where modified by these Rules.

(2) There must be no discovery or disclosure, except that the Arbitrator has the power to order the parties to produce such documents as are reasonably requested by another party no later than the Statement of Reply, or by the Arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders are to be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the Arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the Arbitrator. In the absence of agreement, the Arbitrator may vary the timescales and/or procedure—

(a) if the Arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice; and then

(b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the Arbitrator must notify the parties that the award is completed, signed and dated, and that it is to be issued to the parties on receipt of cleared funds for the Arbitrator's fees and expenses.

### **Costs**

6.—(1) The costs of the Arbitration must include the fees and expenses of the Arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the Arbitration.

(2) Where the difference involves connected/interrelated issues, the Arbitrator must consider the relevant costs collectively.

(3) The final award must fix the costs of the arbitration and decide which of the parties must bear them or in what proportion they are to be borne by the parties.

(4) The Arbitrator must award recoverable costs on the general principle that costs follow the event, having regard to all material circumstances, including such matters as exaggerated claims and/or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

### **Confidentiality**

7.—(1) Subject to sub-paragraphs (2), (3) and (4), any arbitration hearing and documentation shall be open to and accessible by the public.

(2) Where the Arbitration relates to a dispute or difference under the provisions of Schedule 17, the hearings must take place in private unless otherwise agreed between the parties and any matters, materials, documents, awards, expert reports and the like are confidential and must not be disclosed to any third party without prior written consent of the other party.

(3) The Arbitrator may direct that the whole or part of a hearing is to be private and/or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(4) Nothing in this paragraph shall prevent any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

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(57) 1996 c. 23

SCHEDULE 16

Article 33

Hedgerows

PART 1

Removal of Hedgerows

<i>(1) Area</i>	<i>(2) Reference of hedgerow</i>
District of South Norfolk	The hedgerow marked H0010 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0014 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0022 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0025 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0027 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0028 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0033 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0040 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0046 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0048 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0049 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0051 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0053 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0054 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0063 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0075 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0077 on the tree preservation order and hedgerow plan

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<i>(1) Area</i>	<i>(2) Reference of hedgerow</i>
District of South Norfolk	The hedgerow marked H0078 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0118 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0128 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0133 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0134 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0135 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0138 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0152 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0176 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0184 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0185 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0188 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0191 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0192 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0194 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0199 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0203 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0204 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0205 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0213b on the tree preservation order and hedgerow plan

<i>(1) Area</i>	<i>(2) Reference of hedgerow</i>
District of North Norfolk	The hedgerow marked H0215 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0217 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0218 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0231 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0234 on the tree preservation order and hedgerow plan

## PART 2

### Removal of potentially important hedgerows

<i>(1) Area</i>	<i>(2) Reference of hedgerow</i>
District of North Norfolk	The hedgerow marked HR023 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked HR024 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0030 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked HR036 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked HR0128a on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked HR0128b on the tree preservation order and hedgerow plan

## PART 3

### Removal of important hedgerows

<i>(1) Area</i>	<i>(2) Reference of hedgerow</i>
District of South Norfolk	The hedgerow marked H0001 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0002 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0004 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0005 on the tree preservation order and hedgerow plan

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<i>(1) Area</i>	<i>(2) Reference of hedgerow</i>
District of South Norfolk	The hedgerow marked H0011 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0012 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0013 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0015 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0016 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0017 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0020 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0021 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0029 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0031 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0032 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0034 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0037 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0038 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0039 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0042 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0043 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0047 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0050 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0052 on the tree preservation order and hedgerow plan

<i>(1) Area</i>	<i>(2) Reference of hedgerow</i>
District of South Norfolk	The hedgerow marked H0055 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0056 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0057 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0058 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0068 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0073 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0083 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0084 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0085 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0086 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0087 on the tree preservation order and hedgerow plan
District of South Norfolk	The hedgerow marked H0091 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0093 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0094 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0097 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0098 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0101 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0102 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0103b on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0104 on the tree preservation order and hedgerow plan

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<i>(1) Area</i>	<i>(2) Reference of hedgerow</i>
District of Broadland	The hedgerow marked H0105 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0106 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0108 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0109 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0110 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0111 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0111 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0112 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0113 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0114 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0124 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0125 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0126 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0127 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0130 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0131 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0136 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0137 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0139 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0140 on the tree preservation order and hedgerow plan



<i>(1) Area</i>	<i>(2) Reference of hedgerow</i>
District of Broadland	The hedgerow marked H0151 on the tree preservation order and hedgerow plan
District of Broadland	The hedgerow marked H0155 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0165 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0166 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0167 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0172 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0173 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0174 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0175 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0177 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0178 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0179 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0180 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0182 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0186 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0187 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0189 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0190 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0195 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0206 on the tree preservation order and hedgerow plan

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<i>(1) Area</i>	<i>(2) Reference of hedgerow</i>
District of North Norfolk	The hedgerow marked H0208 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0210 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0216 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0219 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0220 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0221 on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0222b on the tree preservation order and hedgerow plan
District of North Norfolk	The hedgerow marked H0233 on the tree preservation order and hedgerow plan

## SCHEDULE 17

Article 45

## Compensation Measures

## PART 1

North Norfolk Coast Special Protection Area / Greater Wash Special Protection Area: Delivery of measures to compensate for sandwich tern loss

1. In this Part—

“Defra” means the Department for Environment, Food and Rural Affairs;

“the GW” means the site designated as the Greater Wash Special Protection Area;

“the NNC” means the site designated as the North Norfolk Coast Special Protection Area;

“Sandwich Tern Compensation Plan” means the relevant principles for Sandwich tern compensation set out in the document certified as the habitats regulations derogation provision of evidence, annex 2A - outline sandwich tern compensation implementation and monitoring plan for the purposes of this Order under article 37 (certification of plans and documents, etc.);

“Sandwich Tern CIMP” means the Sandwich tern compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult Sandwich tern from the NNC and GW as a result of the authorised development;

“the Strategic Compensation Fund” means any fund established by Defra or a Government body for the purpose of implementing strategic compensation measures; and

“STCSG” means the Sandwich Tern Compensation Steering Group;

2. The offshore works may not be commenced until a plan for the work of the STCSG has been submitted to and approved by the Secretary of State following consultation with the members of the STCSG. Such plan must include—

- (a) terms of reference for the STCSG;
- (b) details of the membership of the STCSG;
- (c) details of the schedule of meetings, timetable for preparation of the Sandwich Tern CIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

3. Following consultation with the STCSG the Sandwich Tern CIMP must be submitted to the Secretary of State for approval, in consultation with the local planning authority, the MMO, Marine Scotland (where relevant) and the relevant statutory nature conservation body.

4.—(1) The Sandwich Tern CIMP must be based on the strategy for Sandwich tern compensation set out in the Sandwich Tern Compensation Plan and include the details set out in the paragraphs below.

(2) For the nesting habitat improvements and restoration of lost breeding range measures—

- (a) details of where compensation measures will be delivered and the suitability of the site to deliver the measures;
- (b) details of landowner agreements and sea bed access agreements, if relevant, demonstrating how the land will be bought or leased and assurances that the land management will deliver the ecology objectives of the Sandwich Tern CIMP;
- (c) details of the design of nesting habitat improvements and restoration of lost breeding range measures including how risks from avian or mammalian predation and unauthorised human access will be mitigated;
- (d) an implementation timetable for the delivery of the nesting habitat improvements and restoration of lost breeding range measures that ensures all compensation measures are in place at least two years prior to the operation of any turbine forming part of the authorised development;
- (e) details of the maintenance schedule for the measures;
- (f) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative compensation measures and/or adaptive management measures;
- (g) provision for reporting to the Secretary of State, to include details of the use of the nesting habitat improvements by breeding Sandwich tern to identify barriers to success and target any adaptive management measures;
- (h) minutes from all consultations with the STCSG;
- (i) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a contribution to the Strategic Compensation Fund wholly or partly in substitution for the nesting habitat improvements and restoration of lost breeding range compensation measure or as an adaptive management measure for the purposes of paragraphs 4(2)(f) and (g) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and Defra or other Government body responsible for the operation of the Strategic Compensation Fund in consultation with the STCSG;
- (j) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a financial contribution towards the establishment of

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compensation measures by another party wholly or partly in substitution for the nesting habitat improvements and restoration of lost breeding range compensation measure or as an adaptive management measure for the purposes of paragraphs 4(2)(f) and (g) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and the other party in consultation with the STCSG. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph; and

- (k) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to collaborate with another party in the delivery of compensation measures wholly or partly in substitution for the nesting habitat improvements and restoration of lost breeding range compensation measure or as an adaptive management measure for the purposes of paragraphs 4(2)(f) and (g) of this Part of this Schedule. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph.
- (3) For the measures to improve breeding success at SPA sites other than the NNC—
- (a) details of where compensation measures will be delivered and the suitability of the site to deliver the measures;
  - (b) details of landowner agreements, if relevant, demonstrating how the land will be bought or leased and assurances that the land management will deliver the ecology objectives of the Sandwich Tern CIMP;
  - (c) details of the design of the measures including how risks from avian or mammalian predation and unauthorised human access will be mitigated;
  - (d) an implementation timetable for the delivery of the measures that ensures all compensation measures are in place prior to the operation of any turbine forming part of the authorised development;
  - (e) details of the maintenance schedule for the compensation measures;
  - (f) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative compensation measures and/or adaptive management measures;
  - (g) provision for reporting to the Secretary of State, to include details of the use of the measures by breeding Sandwich tern to identify barriers to success and target any adaptive management measures;
  - (h) minutes from all consultations with the STCSG;
  - (i) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a contribution to the Strategic Compensation Fund wholly or partly in substitution for the measures to improve breeding success at SPA sites other than the NNC or as an adaptive management measure for the purposes of paragraphs 4(2)(f) and (2)(g) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and Defra or other Government body responsible for the operation of the Strategic Compensation Fund in consultation with the STCSG;
  - (j) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a financial contribution towards the establishment of compensation measures by another party wholly or partly in substitution for the measures to improve breeding success at SPA sites other than the NNC or as an adaptive management measure for the purposes of paragraphs 4(2)(f) and (2)(g) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and the party delivering the measures, in consultation with the STCSG. The Secretary of State shall consult with

the relevant statutory nature conservation body prior to granting consent in terms of this paragraph; and

- (k) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to collaborate with another party in the delivery of compensation measures wholly or partly in substitution for the measures to improve breeding success at SPA sites other than the NNC or as an adaptive management measure for the purposes of paragraphs 4(2)(f) and (2)(g) of this Part of this Schedule. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph.
- (4) For the predator management measure at the NNC—
- (a) details of the scale and location where the compensation measures will be delivered;
  - (b) details of landowner agreements, if relevant, demonstrating how the land will be bought or leased and assurances that the land management will deliver the ecology objectives of the Sandwich Tern CIMP;
  - (c) details of the design of the measures;
  - (d) an implementation timetable for the delivery of the measures that ensures the compensation measures are in place prior to the operation of any turbine forming part of the authorised development;
  - (e) details of the maintenance schedule for the compensation measures;
  - (f) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative compensation measures and/or adaptive management measures;
  - (g) provision for reporting to the Secretary of State, to include details of the effectiveness of the measures in improving the success of breeding Sandwich tern to identify barriers to success and target any adaptive management measures;
  - (h) minutes from all consultations with the STCSG;
  - (i) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a contribution to the Strategic Compensation Fund wholly or partly in substitution for the predator management measure at the NNC or as an adaptive management measure for the purposes of paragraphs 4(3)(f) and (3)(g) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and Defra or other Government body responsible for the operation of the Strategic Compensation Fund in consultation with the STCSG;
  - (j) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a financial contribution towards the establishment of compensation measures by another party wholly or partly in substitution for the predator management measure at the NNC or as an adaptive management measure for the purposes of paragraphs 4(3)(f) and (3)(g) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and the party delivering the measures, in consultation with the STCSG. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph; and
  - (k) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to collaborate with another party in the delivery of compensation measures wholly or partly in substitution for the predator management measure at the NNC or as an adaptive management measure for the purposes of paragraphs 4(3)(f) and (3)(g) of

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this Part of this Schedule. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph.

5. The undertaker shall not be required to undertake the nesting habitat improvements and the restoration of lost breeding range measures, the measures to improve breeding success at SPA sites other than the NNC, or the predator management measures to the extent that—

- (a) following consent of the Secretary of State, a contribution to the Strategic Compensation Fund has been elected wholly in substitution for the nesting habitat improvements and restoration of lost breeding range measures for the purposes of paragraph 4(2)(i) of this Part of this Schedule, or in substitution for the measures to improve breeding success at SPA sites other than the NNC for the purposes of paragraph 4(2)(i) of this Part of this Schedule, or in substitution for the predator management measures for the purposes of paragraph 4(3)(i) of this Part of this Schedule;
- (b) following consent of the Secretary of State, a financial contribution towards the establishment of compensation measures by another party has been elected wholly in substitution for the nesting habitat improvements and restoration of lost breeding range for the purposes of paragraph 4(2)(j) of this Part of this Schedule, or in substitution for the measures to improve breeding success at SPA sites other than the NNC for the purposes of paragraph 4(2)(j) of this Part of this Schedule, or in substitution for the predator management measures for the purposes of paragraph 4(3)(j) of this Part of this Schedule; or
- (c) following consent of the Secretary of State, the undertaker has elected to collaborate with another party in the delivery of compensation measures wholly in substitution for the nesting habitat improvements and restoration of lost breeding range measures for the purposes of paragraph 4(2)(k) of this Part of this Schedule, or in substitution for the measures to improve breeding success at SPA sites other than the NNC for the purposes of paragraph 4(2)(k) of this Part of this Schedule, or in substitution for the predator management measures for the purposes of paragraph 4(2)(k) of this Part of this Schedule.

6. The undertaker must implement the measures set out in the Sandwich Tern CIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and the relevant planning authority. In particular, no operation of any turbine forming part of the authorised development may begin until at least two years after the measures set out in the Sandwich Tern CIMP have been implemented.

7. The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the Sandwich Tern CIMP.

8. Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the STCSG, including the relevant statutory nature conservation body. This must include details of the effectiveness of such measures. If the undertaker or, on receipt of the report, the Secretary of State, determines that the measures have been ineffective the undertaker must provide proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

9. The compensation measures implemented in accordance with the Sandwich Tern CIMP must not be decommissioned without written approval of the Secretary of State in consultation with the relevant statutory nature conservation body.

10. The Sandwich Tern CIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved Sandwich Tern CIMP must be in accordance with the principles set out in the Sandwich Tern Compensation Plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the Sandwich Tern Compensation Plan.

**11.** In the event of any conflict of inconsistency between the terms of the Sandwich Tern CIMP and the provisions of this Order, the provisions of this Order shall prevail.

## PART 2

### Flamborough and Filey Coast Special Protection Area: Delivery of measures to compensate for kittiwake loss

**12.** In this Part—

“Defra” means the Department for Environment, Food and Rural Affairs;

“the FFC” means the site designated as the Flamborough and Filey Coast Special Protection Area;

“Kittiwake CIMP” means the kittiwake compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult kittiwakes from the FFC as a result of the authorised development;

“Kittiwake Compensation Plan” means the relevant principles for kittiwake compensation set out in the document certified as the annex 3A - outline kittiwake compensation implementation and monitoring plan for the purposes of this Order under article 37 (certification of plans and documents, etc.);

“KCSG” means the Kittiwake Compensation Steering Group;

“Strategic Compensation Fund” means any fund established by Defra or a Government body for the purpose of implementing strategic compensation measures;

**13.** The offshore works may not be commenced until a plan for the work of the KCSG has been submitted to and approved by the Secretary of State following consultation with the members of the KCSG. Such plan must include—

- (a) terms of reference for the KCSG;
- (b) details of the membership of the KCSG;
- (c) details of the schedule of meetings, timetable for preparation of the Kittiwake CIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

**14.** Following consultation with the KCSG the Kittiwake CIMP must be submitted to the Secretary of State for approval, in consultation with the local planning authority or authorities for the land containing the artificial nest site improvements, and the relevant statutory nature conservation body.

**15.** The Kittiwake CIMP must be based on the strategy for kittiwake compensation set out in the Kittiwake Compensation Plan and include—

- (a) details of where artificial nest site improvements compensation measures will be delivered and the suitability of the site to deliver the measures;
- (b) details of landowner agreements, if relevant, demonstrating how rights will be obtained to install and maintain the measures at the site(s) and assurances that the land management will deliver the ecology objectives of the Kittiwake CIMP;
- (c) details of the design of the artificial nest site improvements, including how risks from avian or mammalian predation and unauthorised human access will be mitigated;
- (d) an implementation timetable for the delivery of artificial nest site improvements that ensures all compensation measures are in place to allow three full kittiwake breeding seasons prior to the operation of any turbine forming part of the authorised development;



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- (e) details of the maintenance schedule for the artificial nest site improvements;
  - (f) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative compensation measures and/or adaptive management measures;
  - (g) provision for reporting to the Secretary of State, to include details of the use of the nest sites by breeding kittiwake to identify barriers to success and target any adaptive management measures;
  - (h) minutes from all consultations with the KCSG;
  - (i) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of state, to pay a contribution to the Strategic Compensation Fund wholly or partly in substitution for the artificial nest site improvements compensation measure or as an adaptive management measure for the purposes of paragraphs 155(f) and (g) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and Defra or other Government body responsible for the operation of the Strategic Compensation Fund in consultation with the KCSG;
  - (j) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a financial contribution towards the establishment of compensation measures by another party wholly or partly in substitution for the artificial nest site improvements compensation measure or as an adaptive management measure for the purposes of paragraphs 155(f) and (g) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and the other party in consultation with the KCSG. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph; and
  - (k) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to collaborate with another party in the delivery of compensation measures wholly or partly in substitution for the artificial nest site improvements compensation measure or as an adaptive management measure for the purposes of paragraphs 155(f) and (g) of this Part of this Schedule. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph.
- 16.** The undertaker shall not be required to undertake the artificial nest site improvements compensation measure to the extent that—
- (a) following consent of the Secretary of State, a contribution to the Strategic Compensation Fund has been elected wholly in substitution for the artificial nest site improvements compensation measure for the purposes of paragraph 15(i) of this Part of this Schedule;
  - (b) following consent of the Secretary of State, a financial contribution towards the establishment of compensation measures by another party has been elected wholly in substitution for the artificial nest site improvements compensation measure for the purposes of paragraph (15(j) of this Part of this Schedule; or
  - (c) following consent of the Secretary of State, the undertaker has elected to collaborate with another party in the delivery of compensation measures wholly in substitution for the artificial nest site improvements compensation measure for the purposes of paragraph 15(k) of this Part of this Schedule.
- 17.** The undertaker must implement the measures set out in the Kittiwake CIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and the relevant planning authority. In particular, no operation of any turbine forming part of the authorised development may begin until three full



breeding seasons following the implementation of the measures set out in the Kittiwake CIMP have elapsed. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 March in each year and ended on 31 August.

**18.** The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the Kittiwake CIMP.

**19.** Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the KCSG, including the relevant statutory nature conservation body. This must include details of the effectiveness of such measures. If the undertaker or, on receiving the report, the Secretary of State determines that the measures have been ineffective the undertaker must provide proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

**20.** The compensation measures implemented under the Kittiwake CIMP must not be decommissioned without written approval of the Secretary of State in consultation with relevant statutory nature conservation body.

**21.** The Kittiwake CIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved Kittiwake CIMP must be in accordance with the principles set out in the Kittiwake Compensation Plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the Kittiwake Compensation Plan.

**22.** In the event of any conflict or inconsistency between the terms of the Kittiwake CIMP and the provisions of this Order, the provisions of this Order shall prevail.

### PART 3

#### Flamborough and Filey Coast Special Protection Area: Delivery of measures to compensate for guillemot loss

**23.** In this Part—

“Defra” means the Department for Environment, Food and Rural Affairs;

“the FFC” means the site designated as the Flamborough and Filey Coast Special protection Area;

“Guillemot CIMP” means the guillemot compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult guillemot from the FFC as a result of the authorised development;

“Guillemot Compensation Plan” means the relevant principles for guillemot compensation set out in the document certified as the Habitats Regulations Derogation Provision of Evidence, Annex 4A Outline Guillemot Compensation Implementation and Monitoring Plan for the purposes of this Order under article 37 (Certification of plans and documents, etc.);

“GCSG” means the Guillemot Compensation Steering Group; and

“the Strategic Compensation Fund” means any fund established by Defra or a Government body for the purpose of implementing strategic compensation measures;

**24.** The offshore works may not be commenced until a plan for the work of the GCSG has been submitted to and approved by the Secretary of State following consultation with the members of the GCSG. Such plan must include—

(a) terms of reference for the GCSG;

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- (b) details of the membership of the GCSG;
- (c) details of the schedule of meetings, timetable for preparation of the Guillemot CIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

**25.** Following consultation with the GCSG the Guillemot CIMP must be submitted to the Secretary of State for approval, in consultation with the GCSG and the relevant statutory nature conservation body.

**26.** The Guillemot CIMP must be based on the strategy for guillemot compensation set out in the Guillemot Compensation Plan and include—

- (a) details of relevant technology supply agreements and arrangements with fishers to use the bycatch reduction technology that will be or have been secured by the undertaker;
- (b) an implementation timetable for provision of the bycatch reduction measure(s), such timetable to ensure that contract(s) are entered into with fishers for the provision and use of bycatch reduction technology no later than one year prior to the operation of any turbine forming part of the authorised development;
- (c) details for the proposed ongoing monitoring of the measure including collection of data from participating fishers;
- (d) minutes from all consultations with the GCSG;
- (e) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative compensation measures and/or adaptive management measures;
- (f) provision for reporting to the Secretary of State, to identify barriers to success and target any adaptive management measures;
- (g) provision for the option to be exercised by undertaker, following consent in writing of the Secretary of State, to pay a contribution to the Strategic Compensation Fund wholly or partly in substitution for the bycatch reduction measures or as an adaptive management measure for the purposes of paragraphs 266(e) and (f) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and Defra or other Government body responsible for the operation of the Strategic Compensation Fund in consultation with GCSG;
- (h) provision for the option to be exercised, following consent in writing of the Secretary of State, to pay a financial contribution towards the establishment of compensation measures by another party wholly or partly in substitution for the bycatch reduction measures or as an adaptive management measure for the purposes of paragraphs 26(e) and (f) of this Part of this Schedule. The sum of the contribution to be agreed between the undertaker and the other party in consultation with the GCSG. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph; and
- (i) provision for the option to be exercised, following consent in writing of the Secretary of State, to collaborate with another party in the delivery of bycatch reduction measures wholly or partly in substitution for the compensation measure or as an adaptive management measure for the purposes of paragraphs 26(e) and (f) of this Part of this Schedule. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph.

**27.** The undertaker shall not be required to undertake the bycatch reduction compensation measure to the extent—

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- (a) following consent of the Secretary of State that a contribution to the Strategic Compensation Fund has been elected wholly in substitution for the bycatch reduction compensation measure for the purposes of paragraphs 26(i) or 26(g) of this Part of this Schedule;
- (b) following consent of the Secretary of State a financial contribution towards the establishment of compensation measures by another party has been elected wholly in substitution for the bycatch reduction compensation measure for the purposes of paragraphs 26(j) or 26(h) of this Part of this Schedule; or
- (c) following consent of the Secretary of State the undertaker has elected to collaborate with another party in the delivery of compensation measures wholly in substitution for the bycatch reduction compensation measure for the purposes of paragraphs 26(k) or 26(i) of this Part of this Schedule.

**28.** The undertaker must carry out the measures set out in the Guillemot CIMP approved by the Secretary of State unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body. In particular, no operation of any turbine forming part of the authorised development may begin until at least one year after the measures set out in the Guillemot CIMP have been implemented.

**29.** The undertaker shall notify the Secretary of State of completion of the measures as set out in the Guillemot CIMP.

**30.** Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the members of the CGSG, including the relevant statutory nature conservation body. This must include details of the effectiveness of such measures. If the undertaker or, on receipt of the report, the Secretary of State determines that the measures have been ineffective the undertaker must provide proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

**31.** The Guillemot CIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved Guillemot CIMP must be in accordance with the principles set out in the Guillemot Compensation Plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the Guillemot Compensation Plan.

**32.** In the event of any conflict or inconsistency between the terms of the Guillemot CIMP and the provisions of this Order, the provisions of this Order shall prevail.

## PART 4

### Measures of equivalent environmental benefit

**33.** In this Part—

“Defra” means the Department for Environment, Food and Rural Affairs;

“the Cromer Shoal Chalk Beds MCZ” means the Marine Conservation Zone designated by the Secretary of State under the Cromer Shoal Chalk Beds Marine Conservation Zone Designation Order 2016;

“in-principle MEEB plan” means the document certified as the in-principle MEEB plan by the Secretary of State for the purposes of this Order under article 38 (certification of plans and documents etc);

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“licenced activities” means the activities licenced by the deemed marine licence granted either under Schedule 12 or Schedule 13 of this Order;

“MEEB steering group” means the steering group who will shape and inform the scope and delivery of the MIMP;

“MIMP” means the MEEB implementation and monitoring plan to be submitted to and approved by the Secretary of State in accordance with paragraph 35 below; and

“the Strategic Compensation Fund” means any fund established by Defra or a Government body for the purpose of implementing strategic compensation measures;

“MEEB” means measures of equivalent environmental benefit, as that term is used in section 126(7)(c) of the 2009 Act;

**34.** The licenced activities may not be commenced until a plan for the work of the MEEB steering group has been submitted to and approved by the Secretary of State. Such plan must include—

- (a) terms of reference for the MEEB steering group;
- (b) details of the membership of the MEEB steering group;
- (c) details of the schedule of meetings, timetable for preparation of the MIMP and reporting and review periods; and
- (d) the dispute resolution mechanism.

**35.** Following consultation with the MEEB steering group the MIMP must be submitted to the Secretary of State for approval in consultation with the MMO and the relevant statutory nature conservation bodies. The MIMP must be based on the principles set out in the in-principle MEEB plan and include—

- (a) details of the location, nature and area of the measures to be delivered, which should equate to no less than 10,000m<sup>2</sup> of native oyster bed restoration to deliver equivalent environmental benefit as a result of the predicted effects of the authorised development;
- (b) confirmation of any marine licence required in order to implement and maintain the measures;
- (c) confirmation of any lease required (if any) from The Crown Estate for the site(s) where the measures are to be delivered;
- (d) an implementation timetable for delivery of the oyster bed restoration;
- (e) details of management and maintenance arrangements for the oyster bed restoration;
- (f) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the factors used to trigger alternative measures and/or adaptive management measures;
- (g) minutes from all consultations with the MEEB steering group;
- (h) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a contribution to the Strategic Compensation Fund wholly or partly in substitution for the oyster bed restoration measures of equivalent environmental benefit. The sum of the contribution to be agreed between the undertaker and Defra or other Government body responsible for the operation of the Strategic Compensation Fund in consultation with the MEEB steering group;
- (i) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to pay a financial contribution towards the establishment of measures of equivalent environmental benefit by another party wholly or partly in substitution for the oyster bed restoration measures of equivalent environmental benefit or as an adaptive management measure for the purposes of paragraphs 5(f) of this Part of

this Schedule. The sum of the contribution to be agreed between the undertaker and the other party in consultation with the MEEB steering group. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph; and

- (j) provision for the option to be exercised by the undertaker, following consent in writing of the Secretary of State, to collaborate with another party in the delivery of measures of equivalent environmental benefit wholly or partly in substitution for the oyster bed restoration measures of equivalent environmental benefit or as an adaptive management measure for the purposes of paragraphs 35(f) of this Part of this Schedule. The Secretary of State shall consult with the relevant statutory nature conservation body prior to granting consent in terms of this paragraph.

**36.** No laying of any cables or cable protection works may be commenced within the Cromer Shoal Chalk Beds MCZ until the MIMP has been approved by the Secretary of State.

**37.** The undertaker shall not be required to undertake the oyster bed restoration measures of equivalent environmental benefit to the extent that—

- (a) following consent of the Secretary of State a contribution to the Strategic Compensation Fund has been elected wholly in substitution for the oyster bed restoration measures of equivalent environmental benefit for the purposes of paragraph 35(h) of this Part of this Schedule;
- (b) following consent of the Secretary of State a financial contribution towards the establishment of measures of equivalent environmental benefit by another party has been elected wholly in substitution for the oyster bed restoration measures of equivalent environmental benefit for the purposes of paragraph 35(i) of this Part of this Schedule; or
- (c) following consent of the Secretary of State the undertaker has elected to collaborate with another party in the establishment of measures of equivalent environmental benefit by another party has been elected wholly in substitution for the oyster bed restoration measures of equivalent environmental benefit for the purposes of paragraph 35(j) of this Part of this Schedule.

**38.** Subject to paragraph 43 of this Part, the undertaker must implement the measures set out in the MIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory conservation body and the MMO.

**39.** The undertaker is not required to implement the MIMP if no external cable protection works are required within the Cromer Shoal Chalk Beds MCZ.

**40.** The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the MIMP.

**41.** Results from the monitoring scheme must be submitted at least annually to the Secretary of State and the members of the MEEB steering group including the relevant statutory nature conservation body. This must include details of the effectiveness of such measures. If the undertaker, or on receipt of the report, the Secretary of State determines that the measures have been ineffective the undertaker must provide proposals to address this. Any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

**42.** Once the measures have been implemented the undertaker shall provide an annual report to the Secretary of State on the progress of the measures as detailed in the MIMP.

**43.** The MIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved MIMP must be in accordance with the principles set out in the in-principle MEEB plan and may

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only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the in-principle MEEB plan.

**44.** In the event of any conflict or inconsistency between the terms of the MIMP and the provisions of this Order, the provisions of this Order shall prevail.

## SCHEDULE 18

Article 37

## Documents to be certified

The following documents in Table 1 are the list referred to in article 37—

**Table 1**

<i>Document Number</i>	<i>Examination Library Reference</i>	<i>Name</i>	<i>Version</i>	<i>Date</i>
2.3	REP7-002	Land Plans	E	July 2023
2.4	REP3-003	Crown Land Plan	E	December 2023
2.5	REP3-004	Special Category Land Plan	C	May 2023
2.6	AS-050	Works Plans (Onshore)	D	April 2023
2.7	REP8-003	Works Plans (Offshore)	D	July 2023
2.8	APP-013	Offshore Order Limits and Grid Coordinates Plan	A	September 2022
2.9	REP5-002	Access to Works Plan	E	June 2023
2.10	REP5-003	Streets (to be temporarily stopped up) Plan	D	June 2023
2.11	REP5-004	Public Rights of Way (to be temporarily stopped up) Plan	E	June 2023
2.12	AS-053	Tree Preservation Order and Hedgerow Plan	C	April 2023
4.1	TBC	Book of Reference	I	December 2023
5.5.2.1	REP7-017	Habitats Regulations Derogation Provision of Evidence, Annex 2A - Outline Sandwich Tern Compensation Implementation and Monitoring Plan	B	July 2023
5.5.3.1	APP-073	Habitats Regulations Derogation Provision of Evidence, Annex 3A - Outline	A	September 2022

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		Kittiwake Compensation Implementation and Monitoring Plan		
		<b>Environmental Statement</b>		
6.1.1	APP-087	Environmental Statement A Chapter 1 - Introduction		September 2022
6.1.2	APP-088	Environmental Statement A Chapter 2 - Policy and Legislative Context		September 2022
6.1.3	APP-089	Environmental Statement A Chapter 3 - Site Selection & Assessment of Alternatives		September 2022
6.1.4	REP5-021	Environmental Statement C Chapter 4 - Project Description		June 2023
6.1.5	APP-091	Environmental Statement A Chapter 5 - EIA Methodology		September 2022
6.1.6	APP-092	Environmental Statement A Chapter 6 - Marine Geology, Oceanography and Physical Processes		September 2022
6.1.7	APP-093	Environmental Statement A Chapter 7 - Marine Water and Sediment Quality		September 2022
6.1.8	APP-094	Environmental Statement A Chapter 8 - Benthic Ecology		September 2022
6.1.9	APP-095	Environmental Statement A Chapter 9 - Fish and Shellfish Ecology		September 2022
6.1.10	APP-096	Environmental Statement A Chapter 10 - Marine Mammal Ecology		September 2022
6.1.11	APP-097	Environmental Statement A Chapter 11 - Offshore Ornithology		September 2022
6.1.12	APP-098	Environmental Statement A Chapter 12 - Commercial Fisheries		September 2022
6.1.13	APP-099	Environmental Statement A Chapter 13 - Shipping Navigation		September 2022
6.1.14	APP-100	Environmental Statement A Chapter 14 - Offshore		September 2022

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		Archaeology and Cultural Heritage		
6.1.15	APP-101	Environmental Statement A Chapter 15 - Aviation and Radar		September 2022
6.1.16	APP-102	Environmental Statement A Chapter 16 – Petroleum Industry and Other Marine Users		September 2022
6.1.17	APP-103	Environmental Statement A Chapter 17 - Ground Conditions and Contamination		September 2022
6.1.18	APP-104	Environmental Statement A Chapter 18 – Water Resources and Flood Risk		September 2022
6.1.19	REP2-022	Environmental Statement B Chapter 19 - Land Use, Agriculture and Recreation		March 2023
6.1.20	REP3-026	Environmental Statement C Chapter 20 – Onshore Ecology and Ornithology		May 2023
6.1.21	APP-107	Environmental Statement A Chapter 21 – Onshore Archaeology and Cultural Heritage		September 2022
6.1.22	APP-108	Environmental Statement A Chapter 22 - Air Quality		September 2022
6.1.23	APP-109	Environmental Statement A Chapter 23 - Noise and Vibration		September 2022
6.1.24	APP-110	Environmental Statement A Chapter 24 - Traffic and Transport		September 2022
6.1.25	APP-111	Environmental Statement A Chapter 25 - Seascape and Visual Impact Assessment		September 2022
6.1.26	APP-112	Environmental Statement A Chapter 26 – Landscape and Visual Impact Assessment		September 2022
6.1.27	APP-113	Environmental Statement A Chapter 27 - Socio- Economics and Tourism		September 2022



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6.1.28	APP-114	Environmental Chapter 28 - Health	Statement A	September 2022
6.1.29	APP-115	Environmental Chapter 29 - Transboundary Impacts	Statement A	September 2022
6.2.3	APP-106	Environmental Chapter 3 Figures – Site Selection and Assessment of Alternatives	Statement A	September 2022
6.2.4	REP3-028	Environmental Chapter 4 Figures - Project Description	Statement B	May 2023
6.2.5	APP-118	Environmental Chapter 5 Figures – EIA Methodology	Statement A	September 2022
6.2.6	APP-119	Environmental Chapter 6 Figures - Marine Geology, Oceanography and Physical Processes	Statement A	September 2022
6.2.7	APP-120	Environmental Chapter 7 Figures - Marine Water and Sediment Quality	Statement A	September 2022
6.2.8	APP-121	Environmental Chapter 8 Figures - Benthic Ecology	Statement A	September 2022
6.2.9	APP-122	Environmental Chapter 9 Figures – Fish and Shellfish Ecology	Statement A	September 2022
6.2.11	APP-123	Environmental Chapter 11 Figures - Offshore Ornithology	Statement A	September 2022
6.2.12	APP-124	Environmental Chapter 12 Figures - Commercial Fisheries	Statement A	September 2022
6.2.13	APP-125	Environmental Chapter 13 Figures - Shipping Navigation	Statement A	September 2022
6.2.14	APP-126	Environmental Chapter 14 Figures - Offshore Archaeology and Cultural Heritage	Statement A	September 2022

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6.2.15	APP-127	Environmental Statement Chapter 15 Figures - Aviation and Radar	A	September 2022
6.2.16	APP-128	Environmental Statement Chapter 16 Figures - Petroleum Industry and other Marine Users	A	September 2022
6.2.18	APP-129	Environmental Statement Chapter 18 Figures - Water Resources and Flood Risk	A	September 2022
6.2.19	REP6-005	Environmental Statement Chapter 19 Figures - Land Use, Agriculture and Recreation	C	June 2023
6.2.20	APP-131	Environmental Statement Chapter 20 Figures - Onshore Ecology and Ornithology	A	September 2022
6.2.22	APP-132	Environmental Statement Chapter 22 Figures - Air Quality	A	September 2022
6.2.23	APP-133	Environmental Statement Chapter 23 Figures - Noise and Vibration	A	September 2022
6.2.24	APP-134	Environmental Statement Chapter 24 Figures - Traffic and Transport	A	September 2022
6.2.25	APP-135	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment – Part 1 of 18	A	September 2022
6.2.25	APP-136	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment - Part 2 of 18	A	September 2022
6.2.25	APP-137	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment – Part 3 of 18	A	September 2022
6.2.25	APP-138	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment – Part 4 of 18	A	September 2022
6.2.25	APP-139	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment - Part 5 of 18	A	September 2022

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6.2.25	APP-140	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment – Part 6 of 18	A	September 2022
6.2.25	APP-141	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment – Part 7 of 18	A	September 2022
6.2.25	APP-142	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment - Part 8 of 18	A	September 2022
6.2.25	APP-143	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment - Part 9 of 18	A	September 2022
6.2.25	APP-144	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment - Part 10 of 18	A	September 2022
6.2.25	APP-145	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment – Part 11 of 18	A	September 2022
6.2.25	APP-146	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment – Part 12 of 18	A	September 2022
6.2.25	APP-147	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment – Part 13 of 18	A	September 2022
6.2.25	APP-148	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment – Part 14 of 18	A	September 2022
6.2.25	APP-149	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment – Part 15 of 18	A	September 2022
6.2.25	APP-150	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment - Part 16 of 18	A	September 2022

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6.2.25	APP-151	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment – Part 17 of 18	A	September 2022
6.2.25	APP-152	Environmental Statement Chapter 25 Figures - Seascape and Visual Impact Assessment - Part 18 of 18	A	September 2022
6.2.26	APP-153	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 1 of 20	A	September 2022
6.2.26	APP-154	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 2 of 20	A	September 2022
6.2.26	APP-155	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 3 of 20	A	September 2022
6.2.26	APP-156	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 4 of 20	A	September 2022
6.2.26	APP-157	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 5 of 20	A	September 2022
6.2.26	APP-158	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 6 of 20	A	September 2022
6.2.26	APP-159	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 7 of 20	A	September 2022
6.2.26	APP-160	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 8 of 20	A	September 2022
6.2.26	APP-161	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 9 of 20	A	September 2022

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6.2.26	APP-162	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment - Part 10 of 20	A	September 2022
6.2.26	APP-163	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 11 of 20	A	September 2022
6.2.26	APP-164	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 12 of 20	A	September 2022
6.2.26	APP-165	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 13 of 20	A	September 2022
6.2.26	APP-166	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 14 of 20	A	September 2022
6.2.26	APP-167	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 15 of 20	A	September 2022
6.2.26	APP-168	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 16 of 20	A	September 2022
6.2.26	APP-169	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 17 of 20	A	September 2022
6.2.26	APP-170	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment - Part 18 of 20	A	September 2022
6.2.26	APP-171	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment – Part 19 of 20	A	September 2022
6.2.26	APP-172	Environmental Statement Chapter 26 Figures - Landscape and Visual Impact Assessment - Part 20 of 20	A	September 2022

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6.2.27	APP-173	Environmental Chapter 27 Figures – Socio-Economics and Tourism	Statement A	September 2022
6.2.28	APP-174	Environmental Chapter 28 Figures - Health	Statement A	September 2022
6.3.21.1.3	APP-230b	Environmental Figures	Statement - A	September 2022
6.3.21.2.2	APP-234	Environmental Annex 21.2.2 - Figures to Appendix 21.2	Statement A	September 2022
6.3.21.4.2	APP-238	Environmental Annex 21.4.2 - Onshore Substation Setting Assessment Figures	Statement A	September 2022
6.3.21.5.2	APP-241	Environmental Annex 21.5.2 - Offshore Infrastructure Setting Assessment Figures – Part 1 of 12	Statement A	September 2022
6.3.21.5.2	APP-242	Environmental Annex 21.5.2 - Offshore Infrastructure Setting Assessment Figures – Part 2 of 12	Statement A	September 2022
6.3.21.5.2	APP-243	Environmental Annex 21.5.2 - Offshore Infrastructure Setting Assessment Figures – Part 3 of 12	Statement A	September 2022
6.3.21.5.2	APP-244	Environmental Annex 21.5.2 - Offshore Infrastructure Setting Assessment Figures – Part 4 of 12	Statement A	September 2022
6.3.21.5.2	APP-245	Environmental Annex 21.5.2 - Offshore Infrastructure Setting Assessment Figures – Part 5 of 12	Statement A	September 2022
6.3.21.5.2	APP-246	Environmental Annex 21.5.2 - Offshore Infrastructure Setting Assessment Figures - Part 6 of 12	Statement A	September 2022

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6.3.21.5.2	APP-247	Environmental Annex 21.5.2 - Offshore Infrastructure Setting Assessment Figures – Part 7 of 12	Statement A	September 2022
6.3.21.5.2	APP-248	Environmental Annex 21.5.2 - Offshore Infrastructure Setting Assessment Figures - Part 8 of 12	Statement A	September 2022
6.3.21.5.2	APP-249	Environmental Annex 21.5.2 - Offshore Infrastructure Setting Assessment Figures - Part 9 of 12	Statement A	September 2022
6.3.21.5.2	APP-250	Environmental Annex 21.5.2 - Offshore Infrastructure Setting Assessment Figures - Part 10 of 12	Statement A	September 2022
6.3.21.5.2	APP-251	Environmental Annex 21.5.2 - Offshore Infrastructure Setting Assessment Figures – Part 11 of 12	Statement A	September 2022
6.3.21.5.2	APP-252	Environmental Annex 21.5.2 - Offshore Infrastructure Setting Assessment Figures – Part 12 of 12	Statement A	September 2022
6.3.3.1	APP-175	Environmental Appendix 3.1 – Onshore Substation Site Selection Report	Statement A	September 2022
6.3.3.2	APP-176	Environmental Appendix 3.2 - Cable Landfall Concept Study	Statement A	September 2022
6.3.3.3	APP-177	Environmental Appendix 3.3. – Onshore Main Construction Compound Site Selection Report	Statement A	September 2022
6.3.4.1	REP7-024	Environmental Appendix 4.1 – Crossing Schedule	Statement E	July 2023

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6.3.4.2	APP-179	Environmental Statement Appendix 4.2 - Greenhouse Gas Footprint Assessment	A	September 2022
6.3.6.1	APP-180	Environmental Statement Appendix 6.1 - Physical Processes Method Statement	A	September 2022
6.3.6.2	APP-181	Environmental Statement Appendix 6.2 – Wave Climate Assessment	A	September 2022
6.3.6.3	APP-182	Environmental Statement Appendix 6.3 - Sedimentary Processes in the Cromer Shoal Chalk Beds MCZ	A	September 2022
6.3.6.4	APP-183	Environmental Statement Appendix 6.4 - Sheringham Shoal Nearshore Cable Route - BGS Shallow Geological Assessment	A	September 2022
6.3.8.1	APP-184	Environmental Statement Appendix 8.1 - DEP Benthic Characterisation Report	A	September 2022
6.3.8.2	APP-185	Environmental Statement Appendix 8.2 - SEP Benthic Characterisation Report	A	September 2022
6.3.8.3	APP-186	Environmental Statement Appendix 8.3 - DEP Benthic Habitat Report	A	September 2022
6.3.8.4	APP-187	Environmental Statement Appendix 8.4 – SEP Benthic Habitat Report	A	September 2022
6.3.8.5	APP-188	Environmental Statement Appendix 8.5 - DEP and SEP Benthic Habitat Mapping	A	September 2022
6.3.8.6	APP-189	Environmental Statement Appendix 8.6 – MarESA Biotope Sensitivities	A	September 2022
6.3.9.1	APP-190	Environmental Statement Appendix 9.1 - Fish and Shellfish Ecology Technical Report	A	September 2022
6.3.10.1	APP-191	Environmental Statement Appendix 10.1 – Marine Mammal Consultation	A	September 2022



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		Responses, Information and Survey Data		
6.3.10.2	REP7-026	Environmental Statement C Appendix 10.2 - Underwater Noise Modelling Report		July 2023
6.3.10.3	APP-193	Environmental Statement A Appendix 10.3 - Marine Mammal Cumulative Impact Assessment (CIA) Screening		September 2022
6.3.10.4	APP-194	Environmental Statement A Appendix 10.4 - Marine Mammal Unexploded Ordnance (UXO) Assessment		September 2022
6.3.11.1	APP-195	Environmental Statement A Appendix 11.1 - Offshore Ornithology Technical Report		September 2022
6.3.11.2	APP-196	Environmental Statement A Appendix 11.2 - Information to Inform the Offshore Ornithology Cumulative Impact Assessment		September 2022
6.3.12.1	APP-197	Environmental Statement A Appendix 12.1 - Commercial Fisheries Technical Report		September 2022
6.3.13.1	APP-198	Environmental Statement A Appendix 13.1 - Navigation Risk Assessment		September 2022
6.3.14.1	APP-199	Environmental Statement A Appendix 14.1 - Archaeological Assessment of Geophysical Data		September 2022
6.3.14.2	APP-200	Environmental Statement A Appendix 14.2 - Archaeological Assessment of Geophysical Data - Addendum		September 2022
6.3.14.3	APP-201	Environmental Statement A Appendix 14.3 - Stage 1 Archaeological Assessment of Geophysical Data		September 2022
6.3.15.1	APP-202	Environmental Statement A Appendix 15.1 - Technical Report including Radar Line of Sight Images		September 2022

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6.3.15.2	APP-203	Environmental Statement Appendix 15.2 - Surveillance Minimum Altitude Chart Analysis	A	September 2022
6.3.16.1	APP-204	Environmental Statement Appendix 16.1 – Vessel Access Study	A	September 2022
6.3.16.2	APP-205	Environmental Statement Appendix 16.2 - Helicopter Access Study	A	September 2022
6.3.17.1	REP3-032	Environmental Statement Appendix 17.1 - Land Quality Desk Study and Preliminary Risk Assessment Report	B	May 2023
6.3.17.2	APP-207	Environmental Statement Appendix 17.2 - Waste Assessment (Onshore Development)	A	September 2022
6.3.18.1	REP3-034	Environmental Statement Appendix 18.1 - Water Framework Directive Compliance Assessment	B	May 2023
6.3.18.2	AS-023-AS-030	Environmental Statement Appendix 18.2 - Flood Risk Assessment	B	October 2022
6.3.18.2.1	REP3-036	Environmental Statement Appendix 18.2.1 – Annex 18.2.1 – Onshore Substation Drainage Study	C	May 2023
6.3.18.3	REP3-038	Environmental Statement Appendix 18.3 – Geomorphological Baseline Survey Technical Report	B	May 2023
6.3.19.1	REP5-023	Environmental Statement Appendix 19.1 – Public Right of Way and Cycle Route Crossings	B	June 2023
6.3.20.1	REP3-040	Environmental Statement Appendix 20.1 - Extended Phase 1 Habitat Survey Report	B	May 2023
6.3.20.2	REP3-042	Environmental Statement Appendix 20.2 - Great Crested Newt Survey Report	B	May 2023

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6.3.20.3	APP-216	Environmental Appendix 20.3 - Bat Activity Survey Report	Statement A	September 2022
6.3.20.4	REP3-044	Environmental Appendix 20.4 - Wintering Birds Survey Report	Statement B	May 2023
6.3.20.5	REP3-046	Environmental Appendix 20.5 – Breeding Birds Survey Report	Statement B	May 2023
6.3.20.6	REP3-048	Environmental Appendix 20.6 – Initial Biodiversity Net Gain Assessment	Statement B	May 2023
6.3.20.7	REP3-050	Environmental Appendix 20.7 - Onshore Ecology Desk Study	Statement B	May 2023
6.3.20.8	APP-221	Environmental Appendix 20.8 – Reptile Survey Report	Statement A	September 2022
6.3.20.9	REP3-052	Environmental Appendix 20.9 – White Clawed Crayfish Survey Report	Statement B	May 2023
6.3.20.10	APP-223	Environmental Appendix 20.10 - Bat (Roosting) Survey Report	Statement A	September 2022
6.3.20.11	APP-224	Environmental Appendix 20.11 - Invertebrate Survey Report	Statement A	September 2022
6.3.20.12	APP-225	Environmental Appendix 20.12 - National Vegetation Classification (NVC) Survey Report	Statement A	September 2022
6.3.20.13	REP3-054	Environmental Appendix 20.13 - Riparian Mammals (Water Vole and Otter) Survey Report	Statement B	May 2023
6.3.20.14	APP-227	Environmental Appendix 20.14 - Badger Confidential Appendix	Statement A	September 2022
6.3.20.15	APP-228	Environmental Appendix 20.15 - Arboricultural Survey Report	Statement A	September 2022

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6.3.21.1	APP-229	Environmental Appendix 21.1 - Onshore Archaeological Desk- Based (Baseline) Assessment	Statement A	September 2022
6.3.21.1.1	APP-230	Environmental Appendix 21.1.1 - Designated Heritage Assets	Statement A	September 2022
6.3.21.1.2	APP-230a	Environmental Non-designated Heritage Assets	Statement - A	September 2022
6.3.21.1.4	APP-231	Environmental Appendix 21.1.4 - Heritage Site Walkover Survey	Statement A	September 2022
6.3.21.2	APP-232	Environmental Appendix 21.2 - Aerial Photographic, LiDAR Data and Historic Map Regression Analysis	Statement A	September 2022
6.3.21.2.1	APP-233	Environmental Appendix 21.2 – Annex 21.2.1 - Metadata to Appendix 21.2	Statement A	September 2022
6.3.21.3	APP-235	Environmental Appendix 21.3 - Aerial Photography and Historic Map Regression Addendum	Statement A	September 2022
6.3.21.4	APP-236	Environmental Appendix 21.4 – Onshore Substation Setting Assessment	Statement A	September 2022
6.3.21.4.1	APP-237	Environmental Appendix 21.4 – Annex 21.4.1 - Onshore Substation Setting Assessment Screening Tables	Statement A	September 2022
6.3.21.5	APP-239	Environmental Appendix 21.5 - Offshore Infrastructure Setting Assessment	Statement A	September 2022
6.3.21.5.1	APP-240	Environmental Appendix 21.5.1 – Annex 21.5.1 - Offshore Infrastructure Setting Assessment Screening Tables	Statement A	September 2022
6.3.21.6	APP-253	Environmental Appendix 21.6 - Priority Archaeological Geophysical Survey (Part 1 of 5)	Statement A	September 2022

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6.3.21.6	APP-254	Environmental Statement Appendix 21.6 - Priority Archaeological Geophysical Survey (Part 2 of 5)	A	September 2022
6.3.21.6	APP-255	Environmental Statement Appendix 21.6 - Priority Archaeological Geophysical Survey (Part 3 of 5)	A	September 2022
6.3.21.6	APP-256	Environmental Statement Appendix 21.6 - Priority Archaeological Geophysical Survey (Part 4 of 5)	A	September 2022
6.3.21.6	APP-257	Environmental Statement Appendix 21.6 - Priority Archaeological Geophysical Survey (Part 5 of 5)	A	September 2022
6.3.21.7	APP-258	Environmental Statement Appendix 21.7 - Archaeological and Geoarchaeological Monitoring Assessment	A	September 2022
6.3.22.1	APP-259	Environmental Statement Appendix 22.1 - Construction Dust and Fine Particulate Matter Assessment Methodology	A	September 2022
6.3.22.2	APP-260	Environmental Statement Appendix 22.2 - Air Quality Assessment Traffic Data	A	September 2022
6.3.22.3	APP-261	Environmental Statement Appendix 22.3 - Air Quality Background Pollutant Concentrations	A	September 2022
6.3.22.4	APP-262	Environmental Statement Appendix 22.4 - Designated Ecological Sites and Critical Level and Load Values in the Air Quality Study Area	A	September 2022
6.3.22.5	APP-263	Environmental Statement Appendix 22.5 - Air Quality Ecological Receptor Assessment Tables	A	September 2022
6.3.23.1	APP-264	Environmental Statement Appendix 23.1 - Baseline Noise Survey	A	September 2022

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6.3.23.2	APP-265	Environmental Statement Appendix 23.2 - Road Traffic Noise Assessment	A	September 2022
6.3.23.3	APP-266	Environmental Statement Appendix 23.3 - Construction Noise Assessment	A	September 2022
6.3.23.4	APP-267	Environmental Statement Appendix 23.4 - Onshore Substation Operational Noise Assessment	A	September 2022
6.3.24.1	APP-268	Environmental Statement Appendix 24.1 - Transport Assessment	A	September 2022
6.3.24.1.1	APP-269	Environmental Statement Appendix 24.1.1 - Transport Assessment Annexes	A	September 2022
6.3.24.2	APP-270	Environmental Statement Appendix 24.2 - Abnormal Indivisible Load (AIL) Study	A	September 2022
6.3.24.3	APP-271	Environmental Statement Appendix 24.3 - Pedestrian Delay Assessment	A	September 2022
6.3.24.4	APP-272	Environmental Statement Appendix 24.4 - Cumulative Traffic Flows	A	September 2022
6.3.24.5	APP-273	Environmental Statement Appendix 24.5 - Interaction Between Impacts	A	September 2022
6.3.25.1	APP-275	Environmental Statement Appendix 25.1 - Seascape and Visual Impact Assessment Annexes	A	September 2022
6.3.26.1	APP-276	Environmental Statement Appendix 26.1 - Landscape and Visual Impact Assessment Annexes	A	September 2022
6.3.27.1	APP-277	Environmental Statement Appendix 27.1 - Socio-Economics Construction Costs and Sourcing Assumptions Note	A	September 2022
6.3.27.2	APP-278	Environmental Statement Appendix 27.2 - Socio-	A	September 2022

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		Economics and Tourism Technical Baseline		
6.3.27.3	APP-279	Environmental Statement A Appendix 27.3 – Socio-Economics Impact Assessment		September 2022
6.3.28.1	APP-280	Environmental Statement A Appendix 28.1 - Sheringham and Dudgeon Extension Projects EMF Assessment		September 2022
6.3.28.2	APP-280	Environmental Statement A Appendix 28.2 - Health Baseline Statistics		September 2022
13.2	REP3-089	Collision Risk Modelling B (CRM) Updates (EIA Context) Technical Note		May 2023
13.5	REP3-093	Marine Processes Technical B Note (Revision B) (Clean)		May 2023
14.28	REP2-049	Auk Construction Phase A Displacement Assessment (EIA Context) Technical Note		March 2023
14.31	REP3-097	Addendum to the Flood Risk B Assessment		May 2023
14.32	REP2-053	Addendum to Environmental A Statement Chapter 20 Onshore Ecology and Ornithology		March 2023
14.34	REP5-045	Onshore Substation Hydraulic C Modelling Report		June 2023
16.14	REP7-056	Marine Mammals Technical B Note and Addendum		July 2023
17.2	AS-063	Supplemental Environmental A Information to support the Applicant's material change request		April 2023
19.21	REP5-063	Gannet and Auk Cumulative A Displacement Updates Technical Note		June 2023
<b>Other documents</b>				
9.3	REP3-056	Design and Access Statement	B	May 2023
9.4	REP1-013	Draft Marine Mammal Mitigation Protocol	B	February 2023
9.5	REP7-029	Offshore in Principle C Monitoring Plan		July 2023

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9.6	APP-290	In Principle Site Integrity Plan for the Southern North Sea Special Area of Conservation	A	September 2022
9.7	REP7-031	Outline Cromer Shoal Chalk Beds Marine Conservation Zone Cable Specification, Installation And Monitoring Plan	B	July 2023
9.8	REP7-033	Outline Fisheries Liaison and Co-existence Plan	B	July 2023
9.9	REP3-058	Outline Offshore Operations and Maintenance Plan	C	May 2023
9.10	REP7-035	Outline Project Environmental Management Plan	D	July 2023
9.11	APP-298	Outline Written Scheme of Investigation (Offshore)	A	September 2022
9.12	APP-299	Outline Marine Traffic Monitoring Plan	A	September 2022
9.16	REP5-027	Outline Construction Traffic Management Plan	D	June 2023
9.17	REP7-027	Outline Code of Construction Practice	G	July 2023
9.18	REP5-031	Outline Landscape Management Plan	D	June 2023
9.19	REP8-025	Outline Ecological Management Plan	F	December 2023
9.20	REP3-070	Outline Operational Drainage Strategy (Onshore Substation)	C	May 2023
9.21	REP2-031	Outline Written Scheme of Investigation (Onshore)	C	March 2023
9.22	APP-309	Outline Public Rights of Way Strategy	A	September 2022
9.23	REP3-072	Outline Skills and Employment Plan	B	May 2023
9.24	REP8-021	Schedule of Mitigation and Mitigation Routemap	B	July 2023



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## EXPLANATORY NOTE

*(This note is not part of the Order)*

This Order grants development consent for, and authorises the construction, operation and maintenance of two offshore generating stations located in the North Sea approximately 13.6km and 24.8km from the Norfolk coast together with associated development. The Order authorises the compulsory purchase of land and rights in land and the right to use land and to override easements and other rights.

This Order also grants deemed marine licences under Part 4 of the Marine and Coastal Access Act 2009 in connection with the wind farms. The marine licences impose conditions in connection with the deposits and works for which they grant consent.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 37 (certification of plans and documents, etc.) of this Order may be inspected free of charge at the offices of Norfolk County Council, County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH.



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