



MORECAMBE



FLOTATION ENERGY

Morecambe Offshore Windfarm: Generation Assets Development Consent Order Documents

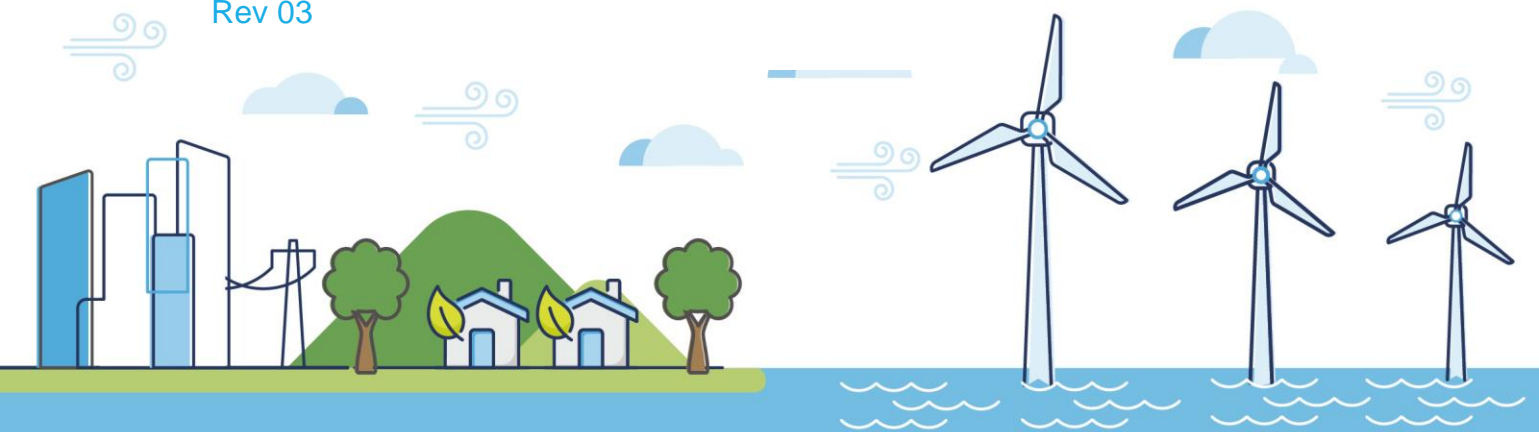
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Draft Development Consent Order

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202[] No. []

INFRASTRUCTURE PLANNING

**The Morecambe Offshore Windfarm Generation Assets Order
202[]**

Made - - - - - ***
Laid before Parliament ***
Coming into force ***

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An application has been made to the Secretary of State under section 37 of the Planning Act 2008(a) (“the 2008 Act”) and in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedures) Regulations 2009(b) for an Order granting development consent.

The application was examined by the Examining Authority, which has made a report to the Secretary of State under section 74(2)(c) of the 2008 Act.

The Examining Authority, having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74 of the 2008 Act made a report and recommendation to the Secretary of State.

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(d), and, as national policy statements have effect in relation to the proposed development, has had regard to the documents and matters referred to in section 104(e) 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 in exercise of the powers conferred by sections 114, 115, 120(f), 140 and 149A(g) of the 2008 Act, makes the following Order:

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- (a) 2008 c. 29. Section 37 was amended by section 128(2) and paragraphs 1 to 5 of Schedule 13 to the Localism Act 2011 (c. 20).
- (b) S.I. 2009/2264.
- (c) Section 74 was amended by sections 128(2) and 237 and paragraph 29 of Schedule 13 and paragraph 1 of Schedule 25 to the Localism Act 2011 (c. 20).
- (d) S.I. 2017/572.
- (e) Section 104 was amended by paragraphs 49 and 54 of Schedule 13 to the Localism Act 2011 (c. 20).
- (f) 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).
- (g) Section 149A was inserted by paragraph 4 in Part 1 of Schedule 8 to the Marine and Coastal Access Act 2009 (c. 23).

PART 1

Preliminary

Citation and commencement

1. This Order may be cited as the Morecambe Offshore Windfarm Generation Assets Order 202[•] and comes into force on [•] 202[•].

Interpretation

2.—(1) Except for Schedule 6 (Deemed Marine Licence under the 2009 Act: Morecambe Offshore Windfarm Generation Assets), which is subject to the definitions in that Schedule, in this order—

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

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

“2008 Act” means the Planning Act 2008(c);

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

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

“ancillary works” means the ancillary works described in Part 2 (ancillary works) of Schedule 1 and any other works authorised by this Order that 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 authorised by this Order;

“bank holiday” means a bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971(e);

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

“cable” means cables up to 275kV 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 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 protection” means measures to protect cables from physical damage and exposure due to loss of seabed sediment including but not limited to rock placement or rock berms, concrete mattresses, the use of bagged solutions filled with grout or other materials and flow energy dissipation devices;

“commence” means the first carrying out of any licensed activities authorised by the deemed marine licence, save for operations consisting of pre-construction surveys, monitoring surveys and unexploded ordnance surveys, and “commenced” and “commencement” and cognate expressions are to be construed accordingly;

“decommissioning programme” has the meaning given by section 105(2) of the 2004 Act(f);

(a) 1989 c. 29.

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

(c) 2008 c. 29.

(d) 2009 c. 23.

(e) 1971 c. 80.

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

“deemed marine licence” means the licence set out in Schedule 6 (Deemed Marine Licence under the 2009 Act: Morecambe Offshore Windfarm Generation Assets);

“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;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“electronic transmission” or “electronically” 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 the environmental statement by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“foundation” means any one or more of: a gravity base foundation, multi-legged jacket with piling foundation, monopile foundation, or multi-legged jacket with suction bucket foundation;

“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;

“HAT” means highest astronomical tide;

“HVAC” means high voltage alternating current;

“in principle monitoring plan” means the document certified as the in principle monitoring plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

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

“km” means kilometres and “km²” means square kilometres;

“LAT” means lowest astronomical tide;

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

“m” means metres, “m²” means square metres and “m³” means cubic metres;

“maintain” includes inspect, maintain, upkeep, repair, adjust and alter the authorised project, and further includes remove, reconstruct and replace any of the ancillary works and any component part of the authorised project (but not including the removal or replacement of foundations) 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 “maintenance” must be construed accordingly;

“Marine Management Organisation” or “MMO” means the Marine Management Organisation, Lancaster House, Hampshire Court, Newcastle upon Tyne, NE4 7YH which is the body created under the 2009 Act which is responsible for the monitoring and enforcement of the deemed marine licence or any successor of that function ;

“MCA” means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

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

“multi-legged jacket with piling foundation” means a steel jacket/lattice-type structure constructed of steel, fixed to the seabed with concrete or hollow steel pin piles and associated

equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“multi-legged jacket with suction bucket foundation” means a steel jacket/lattice-type structure constructed of steel, fixed to the seabed with a tubular steel structure which partially or fully penetrates the seabed securing the jacket foundations by means of suction generated on the inside of the bucket and associated equipment, including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore location plan” means the document certified as the offshore location plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“offshore order limits and grid coordinates plan” means the document certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“offshore substation platform” or “OSP” means a structure above LAT and attached to the seabed by means of one or more foundations, 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 plan” means the document certified as the offshore works plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“operation” means the undertaking of activities authorised by this Order which are not part of the construction, commissioning or decommissioning of the authorised project;

“Order limits” means the limits shown on the offshore works plan within which the authorised project may be carried out, whose grid coordinates are set out in Part 1 of Schedule 1 (authorised development) of this Order and shown on the offshore order limits and grid coordinates plan;

“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 12 (certification of documents and plans, etc.) of the Order;

“outline offshore operation and maintenance plan” means the document certified as the outline offshore operation and maintenance plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline offshore written scheme of investigation” means the document certified as the outline offshore written scheme of investigation by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline port access and transport plan” means the document certified as the outline port access and transport plan by the Secretary of State under article 12 (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 12 (certification of documents and plans, etc.) of the Order;

“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 under article 12 (certification of documents and plans, etc.) of the Order;

“outline skills and employment plan” means the document certified as the outline skills and employment plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline underwater sound management strategy” means the document certified as the outline underwater sound management strategy by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline vessel traffic management plan” means the document certified as the outline vessel traffic management plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

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

“platform link cables” means the cables linking the offshore substation platforms to each other;

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

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including but not limited to by the use of bagged solutions filled with grout or other materials, protective aprons, mattresses with or without frond devices, and rock, concrete and gravel placement;

“statutory historic body” means Historic England or its successor in function;

“statutory nature conservation body” 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(a) or its equivalent in the Conservation of Offshore Marine Habitats and Species Regulations(b);

“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;

“undertaker” means Morecambe Offshore Windfarm Ltd (company registration number: SC734062), or any person who has the benefit of this Order in accordance with Article 7 (benefit of the Order);

“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” or “WTG” 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 hoisting facilities and other associated equipment including communications equipment, fixed to a foundation or transition piece; and

“working day” means a day other than a Saturday or Sunday, a bank holiday or other public holiday in England and Wales.

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

(a) S.I. 2017/1012.
(b) S.I. 2017/1013.

(3) 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.

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

(5) A reference to any statute, order, regulation or similar instrument in this Order 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.

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.

Operation of a 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 project.

Deemed marine licence under the 2009 Act

5. The marine licence set out in Schedule 6 (Deemed Marine Licence under the 2009 Act: Morecambe Offshore Windfarm Generation Assets) is deemed to have been granted to the undertaker under Part 4 (marine licensing) of the 2009 Act for the licensed activities specified in Part 1 of the marine licence and subject to the conditions specified in Part 2 of the marine licence.

Power to maintain the authorised project

6.—(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) 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 licence.

Benefit of the Order

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

(2) Subject to paragraphs (3), (4) and (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 (including the deemed marine licence) 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 (including the deemed marine licence) and such related statutory rights as may be so agreed,

except where paragraph (5) applies, in which case the consent of the Secretary of State is not required.

(3) The Secretary of State must consult the MMO before giving consent to the transfer or grant to another person of the benefit of any or all of the provisions of the deemed marine licence.

(4) 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 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 (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.

(5) This paragraph applies where the transferee or lessee is the holder of a licence under section 6 (licences authorising supply, etc.) of the 1989 Act.

(6) Where an agreement has been made in accordance with paragraph (2) references in this Order to the undertaker, except in paragraph (4), (7), (10) and (11), will include references to the transferee or lessee.

(7) Prior to any transfer or grant under this article taking effect the undertaker must give notice in writing to the Secretary of State and the MMO.

(8) A notice required under paragraph (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; and
 - (iv) the restrictions, liabilities, and obligations that, in accordance with sub-paragraph (4)(c), will apply to the person exercising the powers transferred or granted;
- (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) 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.

(11) Section 72(7) and (8) of the 2009 Act do not apply to a transfer or grant of the whole or part of the benefit of the provisions of the deemed marine licence to another person by the undertaker pursuant to an agreement under this article save that the MMO may amend any deemed marine licence granted under Schedule 6 of the Order to correct the name of the undertaker to the name of a transferee or lessee under this article.

(12) A notice given under paragraph (7) is deemed to have been given in writing where it is sent electronically.

PART 3

Miscellaneous and general

Abatement of works abandoned or decayed

8. Where the authorised development or any part of it or any part of the ancillary works are 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 such authorised development or any relevant part of it or any ancillary works, without prejudice to any notice served under section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act^(a). The notice may also require the restoration of the site of the relevant part(s) of the authorised development or ancillary works.

Saving provisions for Trinity House

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

Crown rights

10.—(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) 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.

Protective provisions

11. Schedule 3 (protective provisions) has effect.

Certification of documents and plans, etc.

12.—(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 8 (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.

(a) Section 105(2) was substituted by section 69(3) of the Energy Act 2008 (c.32).

Service of notices

13.—(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 (7) 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(a) 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 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.

(5) 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.

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

(7) 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.

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

(9) 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.

Requirements, appeals, etc.

14. Schedule 4 (approval of matters specified in requirements) has effect in relation to all agreements or approvals granted, refused or withheld in relation to requirements included in Schedule 2 (requirements) to this Order.

Arbitration

15.—(1) Subject to article 9 (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 at Schedule 5 (arbitration rules) to this Order, by a single arbitrator to be agreed between the parties or, failing a agreement, to be appointed on the 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 MMO is required under any provision of this Order shall not be subject to arbitration.

Compensation measures

16. Schedule 7 (compensation measures) has effect.

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

Date *Signed*
Title
Department

SCHEDULE 1 Authorised Project

Articles 3 and 4

PART 1 Authorised Development

1. A nationally significant infrastructure project as defined in sections 14 (nationally significant infrastructure projects: general) and 15 (generating stations) of the 2008 Act located in the east Irish Sea approximately 30 kilometres from the coast of Lancashire being an offshore wind turbine generating station with electrical output capacity of over 100MW comprising—

Work No. 1:

- (a) up to 35 wind turbine generators each fixed to seabed by a foundation; and
- (b) a network of subsea inter-array cables between the wind turbine generators and between the wind turbine generators and the offshore substation platforms forming part of Work No. 2 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—

Work No. 2:

- (a) one or two offshore substation platforms each fixed to the seabed by a foundation; and
- (b) a network of subsea platform link cables including cable crossings and cable protection;

and Work No. 1 and Work No. 2 are to be constructed seaward of MHWS within the area delineated by the coordinates shown on the offshore order limits and grid coordinates plan and listed in Table 1 below—

Table 1

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 50' 11.03673656" N	003° 36' 31.65915051" W
2	53° 49' 41.72634557" N	003° 34' 15.69323747" W

3	53° 49' 45.14948499" N	003° 29' 48.00160838" W
4	53° 45' 16.81576507" N	003° 29' 38.45882862" W
5	53° 45' 00.78002400" N	003° 36' 04.79995593" W
6	53° 46' 45.95836718" N	003° 40' 53.89383116" W

and in connection with the authorised development within Work No. 1 and Work No. 2 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 works assessed by the environmental statement, including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures;
- (c) the removal of material from the seabed and the disposal of inert material of natural origin within the Order limits produced during seabed preparation for and installation of foundations and cables (including sandwave clearance and seabed levelling) and boulder clearance;
- (d) removal of out of service cables and static fishing equipment; and
- (e) disposal of drill arisings in connection with any foundation drilling up to a total of 55,865 cubic metres.

PART 2

Ancillary works

1. Works within the Order limits which fall within the scope of the works assessed by the environmental statement comprising—

- (a) moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised project; and
- (b) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

SCHEDULE 2

Article 3

Requirements

Time limits

1.—(1) Subject to sub-paragraph (2), the authorised project must commence no later than the expiration of seven years beginning with the date this Order comes into force.

(2) If proceedings are begun to challenge the validity of this Order before the end of the period referred to in sub-paragraph (1) the period must be taken to be extended by one year.

Design parameters

2.—(1) The wind turbine generators to be constructed or operated as part of the authorised project must be located within the area shown on the offshore works plan.

(2) The authorised project must be constructed in accordance with the parameters set out in Table 2.

Table 2

<i>Parameter</i>	<i>Value</i>
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Maximum number of wind turbine generators	35
Maximum total rotor swept area (m ²)	1,858,252
Maximum height of wind turbine generators when measured from HAT to the tip of the vertical blade (m)	310
Maximum rotor diameter of each wind turbine generator (m)	280
Minimum distance from HAT to the lowest point of the rotating blade for each turbine (m)	25
Minimum distance between wind turbine generators in a row of wind turbine generators (m)	1,060
Minimum distance between rows of wind turbine generators (m)	1,410
Maximum diameter of monopiles for wind turbine generators on monopile foundations (m)	12
Maximum diameter of piles for wind turbine generators on multi-legged jackets with piling foundations (m)	3
Maximum diameter of gravity base at the seabed for wind turbine generators on gravity base foundations (m)	65
Maximum diameter of suction buckets for wind turbine generators on multi-legged jackets with suction bucket foundations (m)	20
Maximum diameter of monopiles for offshore substation platform monopile foundations (m)	12
Maximum diameter of piles for offshore substation platforms on multi-legged jackets with piling foundations (m)	3
Maximum diameter of gravity base at the seabed for offshore substation platforms on gravity base foundations (m)	65
Maximum diameter of suction buckets for offshore substation platforms on multi-legged jackets with suction bucket foundations (m)	20
Maximum total seabed footprint of wind turbine generators (including scour protection) (m ²)	248,080
Maximum number of offshore substation platforms	2
Maximum dimensions of offshore substation platforms (excluding towers, helipads, masts, cranes and lightning protection):	
(a) Height when measured from HAT (m)	50
(b) Length (m)	50
(c) Width (m)	50
Maximum height when measured from HAT of offshore substation platforms (including helipads and lightning protection) (m)	70
Maximum total seabed footprint area for offshore substation platform foundations (including scour protection) (m ²)	14,176
Maximum total length of cables (inter-array and platform link cables) (km)	80
Maximum number of cable crossings	15
Maximum volume of natural material for disposal (m ³)	1,416,463
Maximum total footprint of scour protection (m ²) (exclusive of foundations for wind turbine generators and offshore substation platforms)	139,490
Maximum total volume of scour protection for wind turbine generators and offshore substation platforms (m ³)	278,980
Maximum footprint of cable protection (m ²) (including cable protection, entries to offshore substation platforms and wind turbine generators and cable crossings)	216,250
Maximum volume of cable protection (m ³) (including cable protection, entries to offshore substation platforms and wind turbine generators and cable crossings)	259,700
Maximum hammer energy (kilojoules or kJ) employed during	2,500

installation of pin piles
Maximum hammer energy (kilojoules or kJ) employed during installation of monopile foundations 6,600

(3) The wind turbine generators to be constructed or operated as part of the authorised project must have the same height and rotor diameter, unless otherwise agreed in writing by the Secretary of State.

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^(a) 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 project 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 authorised project, of the following—

- (a) the date of the commencement of construction of the authorised project;
- (b) the date any wind turbine generators are anticipated to be 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 authorised project.

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

Great Dun Fell, Lowther Hill and St Annes Primary Surveillance Radars

4.—(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 radars of the operator located at Great Dun Fell, Lowther Hill 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 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^(b) 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

(a) S.I. 2016/765.
(b) 2000 c. 38.

development on the Great Dun Fell, Lowther Hill and St Annes primary radars and air traffic management operations of the operator.

Blackpool Airport Instrument Flight Procedures

5.—(1) No construction of any wind turbine generator (excluding foundations) as part of the authorised development shall take place until the Secretary of State, having consulted with the airport operator, confirms satisfaction in writing that—

- (a) an IFP scheme has been submitted to the airport operator;
- (b) the Civil Aviation Authority has evidenced its approval to the airport operator of the IFP scheme (if such approval is required);
- (c) the IFP scheme is accepted by NATS Aeronautical Information Service (AIS) for implementation through the Aeronautical Information Regulation and Control (AIRAC) cycle (or any successor publication), where applicable, and is available for use by aircraft; and
- (d) a mitigation agreement has been submitted to the airport operator to enter into.

(2) For the purposes of this requirement—

- (a) “airport operator” means Blackpool Airport Operations Limited or any successor as holder of a licence under the Commission Regulation (EU) No. 139/2014 (or any successor regulation) from the Civil Aviation Authority to operate Blackpool Airport;
- (b) “IFP scheme” means a scheme to address the potential impact of the turbines on the instrument flight procedures of the airport operator;
- (c) “mitigation agreement” means an agreement between the airport operator and the undertaker which—
 - (i) obliges the parties to agree an IFP scheme; and
 - (ii) obliges the undertaker to comply with the IFP scheme and the remaining terms of this requirement.

Walney Aerodrome Instrument Flight Procedures

6.—(1) No construction of any wind turbine generator (excluding foundations) as part of the authorised development shall take place until the Secretary of State, having consulted with the airport operator, confirms satisfaction in writing that—

- (a) an IFP scheme has been submitted to the airport operator;
- (b) the Civil Aviation Authority has evidenced its approval to the airport operator of the IFP scheme (if such approval is required);
- (c) the IFP scheme is accepted by NATS Aeronautical Information Service (AIS) for implementation through the Aeronautical Information Regulation and Control (AIRAC) cycle (or any successor publication), where applicable, and is available for use by aircraft; and
- (d) a mitigation agreement has been submitted to the airport operator to enter into.

(2) For the purposes of this requirement—

- (a) “airport operator” means BAE Systems or any successor as holder of a licence under the Commission Regulation (EU) No. 139/2014 (or any successor regulation) from the Civil Aviation Authority to operate Walney Aerodrome;
- (b) “IFP scheme” means a scheme to address the potential impact of the turbines on the instrument flight procedures of the airport operator;
- (c) “mitigation agreement” means an agreement between the airport operator and the undertaker which—
 - (i) obliges the parties to agree an IFP scheme; and

- (ii) obliges the undertaker to comply with the IFP scheme and the remaining terms of this requirement.

Warton Aerodrome Instrument Flight Procedures

7.—(1) No construction of any wind turbine generator (excluding foundations) as part of the authorised development shall take place until the Secretary of State, having consulted with the Ministry of Defence (MOD) through the Defence Infrastructure Organisation Safeguarding (DIO), confirms satisfaction in writing that—

- (a) an IFP scheme has been submitted to the Military Aviation Authority (MAA), acting on behalf of the MOD (through the DIO);
- (b) the IFP scheme is submitted to NATS Aeronautical Information Service (AIS) for implementation through the Aeronautical Information Regulation and Control (AIRAC) cycle (or any successor publication), where applicable, and is available for use by aircraft; and
- (c) a mitigation agreement has been submitted to the MOD (through the DIO) to enter into.

(2) For the purposes of this requirement—

- (a) “IFP scheme” means a scheme to address the potential impact of the turbines on the instrument flight procedures of Warton Aerodrome;
- (b) “mitigation agreement” means an agreement between the MOD (through the DIO) and the undertaker which—
 - (i) obliges the parties to agree an IFP scheme; and
 - (ii) obliges the undertaker to comply with the IFP scheme and the remaining terms of this requirement.

Ministry of Defence radar mitigation

8.—(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 can be implemented and maintained for the life of the authorised development and that a mitigation agreement has been offered to the Ministry of Defence to ensure that the approved mitigation can be 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 Warton Aerodrome 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 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.

Decommissioning

9. No part of the authorised development 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.

Port Access and Transport Plan

10.—(1) Where a port in England or Wales is to be used for the transport over land of wind turbine generators, offshore substation platforms or foundations (including scour protection) in connection with the construction, operation or maintenance of the authorised development, no part of the authorised development may commence until a port access and transport plan (which accords with the outline port access and transport plan) for the onshore port-related traffic to and from the 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.

(2) Sub-paragraph (1) does not apply if the relevant highway authority confirms, after consultation with the relevant planning authority, that no port access and transport plan is required for that part of the authorised development.

(3) The port access and transport plan must be implemented as approved at all times specified within the port access and transport plan during the construction of the authorised project.

(4) For the purposes of this requirement, “relevant planning authority” and “relevant highway authority” mean the planning or highway authority or authorities in whose area the relevant port is located.

Skills and Employment Plan

11.—(1) No part of the authorised development may commence until, after consultation with the relevant authorities, a skills and employment plan has been notified in writing to the relevant authorities.

(2) The skills and employment plan must be substantially in accordance with the outline skills and employment plan and must be implemented as notified.

(3) For the purposes of this requirement, the “relevant authorities” means—

- (a) any planning authority in whose area a marshalling port or operation and maintenance base used in connection with the authorised development is located.

Requirement for written approval

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

Amendments to approved details

13.—(1) With respect to any requirement which requires the authorised project to be carried out in accordance with the details approved by the Secretary of State or another organisation or body under this Schedule, the approved details must be carried out as approved unless an amendment or variation is previously agreed by the Secretary of State 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 where it has been demonstrated to the satisfaction of the Secretary of State or that other organisation or body that the amendment to the approved detail 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 by the Secretary of State or that other organisation or body.

Protective provisions

PART 1

For the protection of offshore cables

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

2.—(1) In this Part—

“cables” means the whole or any part of the Lanis-1 cable or the Hibernia A cable;

“Company” means—

- (a) EXA Infrastructure Express UK Limited (company number 08257476) and having its registered address at 5th Floor, 40 Strand, London, United Kingdom, WC2N 5RW in relation to the Hibernia A cable; and
- (b) Vodafone Group PLC (company number 01833679) and having its registered address at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN in relation to the Lanis-1 cable;

and any references to a Company includes its successors in title in respect of any protected property.

“construction” includes execution, placing and altering; and cognate expressions must be construed accordingly;

“Lanis-1 cable” means the submarine telecommunications cable laid between the United Kingdom and the Isle of Man shown dark yellow and annotated as Lanis 1 on the Spirit and Harbour Protective Provisions Plan;

“Hibernia A cable” means the submarine telecommunications cable laid between the United Kingdom and Canada shown dark yellow and annotated as Hibernia ‘A’ on the Spirit and Harbour Protective Provisions Plan;

“plans” includes sections, drawings, calculations, methods of construction, particulars and specifications;

“protected property” means the cables—

- (a) any part of which is situated within the Order limits for the authorised development; and
- (b) in respect of which a Company has an interest for the time being;

“protective works” has the meaning given in paragraph 10;

“Spirit and Harbour Protective Provisions Plan” means the plan certified as the Spirit and Harbour Protective Provisions Plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order; and

“works” means Work Nos. 1 and 2.

3. No wind turbine generators or offshore substation platforms shall be erected within 500 metres of the protected property unless otherwise agreed in writing between the Company and the undertaker.

4. Despite anything in this Order or shown on the offshore works plan, the undertaker must not pursuant to the powers conferred by this Order appropriate and remove any protected property otherwise than by agreement with the Company.

5. Despite anything in this Order, except in the case of any part of the protected property that the Company certifies in writing is permanently disused, the undertaker must not exercise the powers conferred by this Order to relocate any protected property until suitable alternative facilities have

been provided by the undertaker and are available for use to the reasonable satisfaction of the Company.

6. The undertaker must use reasonable endeavours—

- (a) in exercising any of the powers conferred by this Order to a void or (failing a avoidance) to minimise any damage or disruption to the protected property; and
- (b) without limiting sub-paragraph (a), to ensure that the works do not at any time fall into such a condition as to compromise the integrity or operation of the protected property.

7. Not less than four months before commencing construction of the works, the undertaker must furnish to the Company a programme for the works proposed and a general indication of the nature and location of the works and, if within 28 days after receipt by a Company of that programme and general indication the Company gives notice in writing to the undertaker that any part of the authorised development indicated in the programme may in any way affect protected property, paragraphs 8 and 9 apply with respect to that part of those works.

8. On giving any notice to the undertaker under paragraph 7, the Company must furnish existing drawings showing to the best of its knowledge the position and depth of the relevant part of the protected property.

9. Not less than two months before commencing construction of any part of the authorised development that may significantly affect the protected property, the undertaker must furnish to the Company detailed plans and specifications of the relevant part of the authorised development and must have due regard to any representations made by the Company relating to such plans or to the programme for the works and make reasonable changes required to avoid risk of harm to the protected property by the construction.

10. At any time within one month after the receipt by the Company of the plans referred to in paragraph 9 the Company may by notice in writing to the undertaker specify any reasonable temporary or permanent works or measures (the “protective works”) which in its reasonable opinion should be carried out or taken by the undertaker before the commencement of or during the construction of the works in order to ensure the stability of the protected property (shown on the drawings furnished by the Company under paragraph 8) or to protect them from injury and such protective works must be constructed by the undertaker at its own expense and under the inspection (if any) of the Company.

11. Except in the case of protective works that the Company has informed the undertaker in writing may be carried out during the construction of the works, the undertaker must not commence the construction of any work within 50 metres of, or which may in any way affect, the protected property until the protective works relating to the work have been completed to the reasonable satisfaction of the Company.

12. In the case of protective works of which the Company has informed the undertaker in writing as mentioned in paragraph 11, the undertaker must comply with all reasonable requirements of the Company arising from its inspection under paragraph 10 as promptly as practicable after the undertaker has been notified of such requirements.

13. Except in an emergency (when it must give such notice as may be reasonably practicable), the undertaker must give the Company not less than 28 days’ notice of its intention to carry out any works for the repair or maintenance of the works in so far as such works may affect or interfere with the protected property.

14. The undertaker must pay to the Company the reasonable expenses properly incurred by the Company in or in connection with the removal and relaying or replacing of any part of protected property, including the provision, laying down or placing of any alternative facilities.

15. The undertaker must pay to the Company the reasonable expenses properly incurred by the Company in or in connection with the preparation of drawings or notice referred to in paragraph 8 or 9 and by the Company in the watching and inspecting of any protective works relating to protected property.

16. This Part does not apply in relation to any protected property laid by or for the use of the Company after this Order comes into force.

17. Nothing in this Part affects any enactment or any regulations made under any enactment or any agreement regulating the relations between the undertaker and the Company in respect of any protected property laid within the Order limits for the authorised development in force on the date on which this Order comes into force.

PART 2

For the protection of Harbour Energy

Application

1. For the protection of the owners from time to time of legal and beneficial interests in United Kingdom Continental Shelf Block 110/7a D, which at the date stated in article 1 (citation and commencement) of this Order is Harbour Energy, unless otherwise agreed in writing between the undertaker and the owner the provisions of this Part of this Schedule shall have effect for so long as the licence shall remain in full force and effect.

Interpretation

2. In this Part of this Schedule—

“additional costs” means any additional costs incurred by the owner in carrying out the owner’s works as a direct result of any of the following—

- (a) impaired helicopter access to the Calder Platform to the extent such impaired helicopter access can be reasonably demonstrated to have been necessary as a direct result of the construction, operation and maintenance, and decommissioning of the authorised development;
- (b) only to the extent not included in the calculation of costs under sub-paragraph (a), any use of vessels in substitution for impaired helicopter access to the Calder Platform 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 owner;
- (ii) the owner provides evidence of costs incurred in a form and manner to the reasonable satisfaction of the undertaker;
- (iii) the owner 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 are not consequential loss.

“cable” means the power and telecommunications cables connecting the Calder Platform to the Central Processing Platform 1 complex located in the South Morecambe Field (Block 110/3a) shown purple and annotated as Calder to CPP1 on the Spirit and Harbour Protective Provisions Plan;

“Calder Platform” means the normally unattended, minimum facilities wellhead platform located in the United Kingdom Continental Shelf Block 110/7a D;

“coexistence agreement” means an agreement entered on reasonable terms between the undertaker and the owner in respect of the authorised development and the owner’s works to reconcile and protect the interests of the parties as are known at the time;

“consequential loss” means—

- (a) any consequential or indirect loss under English law; and/or
- (b) the following irrespective of whether direct, indirect or consequential loss—

- (i) loss or damage arising out of any delay, postponement, interruption or loss of production of hydrocarbons, any inability to produce, process or deliver hydrocarbons or any loss of or anticipated loss of use, profit or revenue;
- (ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable under any contract for sale, exchange, transportation, processing, storage or other disposal of hydrocarbons;
- (iii) losses associated with business interruption including the costs of overheads incurred during business interruption;
- (iv) loss of bargain, contract, expectation or opportunity; and/or
- (v) any other loss or anticipated loss or damage whatsoever in the nature of or consequential upon the foregoing,

in either case (a) or (b) above howsoever caused or arising whether under contract, by virtue of any fiduciary duty, in tort or delict (including negligence), as a consequence of breach of any duty (statutory or otherwise) or under any other legal doctrine or principle whatsoever whether or not recoverable at common law or in equity and whether or not foreseeable at the date stated in article 1 (citation and commencement) of this Order;

“CPP1” means the manned Central Processing Platform hub complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“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;

“Harbour Energy” means Chrysaor Resources (Irish Sea) Limited, a subsidiary of Harbour Energy PLC;

“licence” means United Kingdom Petroleum Production Licence P099;

“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;

“owner” means the owners from time to time of legal and beneficial interests in United Kingdom Continental Shelf Block 110/7a D, which at the date stated in article 1 (citation and commencement) of this Order is Harbour Energy;

“owner’s works” means exploration, appraisal, development, production, maintenance, interventions and/or decommissioning activity in or in relation to United Kingdom Continental Shelf Block 110/7a D, in accordance with and pursuant to the licence;

“pipeline and cable proximity area” means the area five hundred meters (500m) either side and directly above the pipeline and cable, shown coloured [pink] and annotated and shown as the pipeline and cable proximity area on the Spirit and Harbour Protective Provisions Plan;

“pipeline” means—

- (a) the 3” Rivers onshore terminal to Calder chemical pipeline with pipeline reference number PL1965; and
- (b) the 24” Calder to Rivers onshore terminal gas pipeline with pipeline reference number PL1966

shown green and annotated as the Calder to Rivers Onshore Terminal (PL1966) and Rivers Onshore Terminal to Calder (PL1965) on the Spirit and Harbour Protective Provisions Plan, together with any associated umbilicals, plant and equipment serving those pipelines;

“relevant activities” means all development activity relating to the carrying on of the undertaker’s and owner’s businesses within, or adjacent to the pipeline and cable proximity area or the WTG and OSP buffer 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;

“Spirit and Harbour Protective Provisions Plan” means the plan certified as the Spirit and Harbour Protective Provisions Plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“temporary surface infrastructure” means [any fixed temporary infrastructure to be used in the construction, operation and maintenance, and decommissioning of the authorised development including, but not limited to, jack-up barges and buoys, but does not include temporary surface infrastructure in transit];

“WTG and OSP aviation buffer zone” means an area of one point five nautical miles (1.5 nm) of clear airspace measured from the outer extremity edge of the Calder Platform to any tip from any wind turbine generator located within the Licence and extending vertically from mean sea level, shown edged blue and annotated and shown as the WTG and OSP aviation buffer zone on the Spirit and Harbour Protective Provisions Plan;

“WTG and OSP marine buffer zone” means an area of one nautical mile (1 nm) measured from the outer extremity edge of the Calder Platform within the Licence and extending vertically from mean sea level shown edged in light green and annotated and shown as the WTG and OSP marine buffer zone on the Spirit and Harbour Protective Provisions Plan; and

“WTG aviation corridor” means a two nautical mile (2 nm) wide corridor of clear airspace angled at 220 degrees from CPP1 shown edged in orange and annotated and shown as the WTG aviation corridor on the Spirit and Harbour Protective Provisions Plan; and

“WTG marine corridor” means a one nautical mile (1 nm) wide corridor of clear sea space between the Calder Platform and CPP1 edged in dark green and annotated and shown as the WTG marine corridor on the Spirit and Harbour Protective Provisions Plan.

Restriction on authorised development

3.—(1) No wind turbine generator, offshore substation platform or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor unless otherwise agreed in writing between the owner and the undertaker.

(2) In the case of temporary surface infrastructure the owner may not withhold consent where the undertaker has been reasonably requested to place temporary infrastructure in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor by a statutory consultee.

4. No wind turbine generator or offshore substation platform shall be erected in the WTG and OSP aviation buffer zone unless otherwise agreed in writing between the owner and the undertaker.

5. No wind turbine generator shall be erected in the WTG aviation corridor unless otherwise agreed in writing between the owner and the undertaker.

Coexistence agreement

6. Prior to the commencement of construction of the authorised development, the undertaker and the owner shall use reasonable endeavours to enter into a coexistence agreement (which includes provision for proximity agreements on standard UK oil and gas industry terms).

Provision of information

7. Without prejudice to any other rights or obligations under this Part of this Schedule the owner and the undertaker shall from time to time keep each other informed of relevant activities such that the owner 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(a) in relation to the licence and taking place within the areas subject to the licence.

Cooperation

8. The undertaker and the owner 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.

Compensation

9.—(1) The owner must before incurring any additional costs for which it intends to claim compensation under this Part 2 of Schedule 3 notify the undertaker of its intention to incur additional costs and to make a claim for compensation.

(2) The requirement for advance notice in sub-paragraph (1) above shall not apply to any additional costs required in connection with emergency works, in which case the owner must provide notice as soon as reasonably practicable after incurring the additional costs in connection with the emergency works.

(3) The owner must not incur any additional costs notified to the undertaker pursuant to sub-paragraph (1) above unless the undertaker has approved in writing that such additional costs will be incurred, such approval not to be unreasonably withheld.

(4) The owner must, as soon as reasonably practicable after incurring any additional costs notified pursuant to sub-paragraph (2) above or approved pursuant to sub-paragraph (3) above, serve the undertaker with an itemised invoice or claim.

(5) Within 28 days of receipt of an itemised invoice or claim, the undertaker must—

- (a) approve the amount of additional costs specified in the itemised invoice or claim; or
- (b) dispute the amount of additional costs specified in the itemised invoice or claim (or that the owner has not used reasonable endeavours to mitigate or minimise any such additional costs) and refer the matter to arbitration pursuant to paragraph 9.

(6) Save where otherwise agreed in writing between the undertaker and the owner, the undertaker must thereafter pay to the owner the additional costs within 60 days of approving the amount of additional costs pursuant to sub-paragraph (5)(a) or final decision and award on additional costs pursuant to arbitration.

(7) The owner must use reasonable endeavours to mitigate in whole or in part and to minimise any additional costs. If requested to do so by the undertaker, the owner must provide an explanation of how the additional costs have been minimised.

(8) The aggregate cap of the undertaker's gross liability to pay compensation under the terms of this Part of this Schedule is limited to [£X] (X pounds) for all claims of compensation.

10. 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.

Arbitration

11. Any difference arising between the undertaker and the owner under this Part shall be referred to and settled by arbitration under article 15 (arbitration).

(a) 1998 c. 17.

PART 3

For the protection of Spirit Energy Production UK Limited

Application

1. For the protection of the owner from time to time of legal and beneficial interests in United Kingdom Continental Shelf Blocks 110/2a, 110/3a and 110/8a, which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited, unless otherwise agreed in writing between the undertaker and the owner the provisions of this Part of this Schedule shall have effect for so long as the licence shall remain in full force and effect.

Interpretation

2. In this Part of this Schedule—

“additional costs” means any additional costs incurred by the owner in carrying out the owner’s works as a direct result of any of the following:

- (a) impaired helicopter access to the AP-1 helideck and the DP-1 helideck to the extent such impaired helicopter access can be reasonably demonstrated to have been necessary as a direct result of the construction, operation and maintenance, and decommissioning of the authorised development;
- (b) only to the extent not included in the calculation of costs under sub-paragraph (a), any use of vessels in substitution for impaired helicopter access to the AP-1 helideck and the DP-1 helideck 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 owner;
- (ii) the owner provides evidence of costs incurred in a form and manner to the reasonable satisfaction of the undertaker;
- (iii) the owner 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 are not consequential loss.

“AP-1 helideck” means the helideck located on the accommodation platform which is linked by bridge to CPP1;

“cable” means the power and telecommunications cables connecting CPP1 to the DP3 wells shown purple and annotated as Morecambe to CPP1 to DP3 on the Spirit and Harbour Protective Provisions Plan;

“Calder Platform” means the normally unattended, minimum facilities wellhead platform located in the United Kingdom Continental Shelf Block 110/7a D;

“coexistence agreement” means an agreement entered on reasonable terms between the undertaker and the owner in respect of the authorised development and the owner’s works to reconcile and protect the interests of the parties as are known at the time;

“consequential loss” means—

- (a) any consequential or indirect loss under English law; and/or
- (b) the following irrespective of whether direct, indirect or consequential loss—
 - (i) loss or damage arising out of any delay, postponement, interruption or loss of production of hydrocarbons, any inability to produce, process or deliver hydrocarbons or any loss of or anticipated loss of use, profit or revenue;
 - (ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable under any contract for sale, exchange, transportation, processing, storage or other disposal of hydrocarbons;

- (iii) losses associated with business interruption including the costs of overheads incurred during business interruption;
- (iv) loss of bargain, contract, expectation or opportunity; and/or
- (v) any other loss or anticipated loss or damage whatsoever in the nature of or consequential upon the foregoing,

in either case (a) or (b) above howsoever caused or arising whether under contract, by virtue of any fiduciary duty, in tort or delict (including negligence), as a consequence of breach of any duty (statutory or otherwise) or under any other legal doctrine or principle whatsoever whether or not recoverable at common law or in equity and whether or not foreseeable at the date stated in article 1 (citation and commencement) of this Order;

“CPP1” means the manned Central Processing Platform hub complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“DP-1 helideck” means the helideck located on the drilling platform 1 located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“DP3 wells” means the wells located at the site of the decommissioned drilling platform 3 located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“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;

“licence” means United Kingdom Petroleum Production Licence P153 and United Kingdom Petroleum Production Licence P251;

“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;

“owner” means the owners from time to time of legal and beneficial interests in United Kingdom Continental Shelf Blocks 110/2a, 110/3a and 110/8a, which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited;

“owner’s works” means exploration, appraisal, development, production, maintenance, interventions and/or decommissioning activity in accordance with and pursuant to the licence;

“pipeline and cable proximity area” means the area five hundred meters (500m) either side and directly above the pipeline and cable;

“pipeline” means—

- (a) the decommissioned 24” gas Morecambe DP3 to CPP1 pipeline with pipeline reference number PL195; and
- (b) the decommissioned 2” Morecambe CPP1 to DP3 pipeline with pipeline reference number PL205;

shown green and annotated as Morecambe CPP1 to DP3 on the Spirit and Harbour Protective Provisions Plan, together with any associated umbilicals, plant and equipment serving that pipeline;

“relevant activities” means all development activity relating to the carrying on of the undertaker’s and owner’s businesses within, or adjacent to the pipeline and cable proximity area or the WTG and OSP buffer 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;

“Spirit and Harbour Protective Provisions Plan” means the plan certified as the Spirit and Harbour Protective Provisions Plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“temporary surface infrastructure” means [any fixed temporary infrastructure to be used in the construction, operation and maintenance, and decommissioning of the authorised development including, but not limited to, jack-up barges and buoys, but does not include temporary surface infrastructure in transit];

“WTG and OSP aviation buffer zone” means an area of one point five nautical miles (1.5 nm) of clear airspace measured from the outer extremity edge of CPP1 to any tip from any wind turbine generator located within the Licence and extending vertically from mean sea level shown edged blue and annotated and shown as the WTG and OSP aviation buffer zone on the Spirit and Harbour Protective Provisions Plan;

“WTG and OSP marine buffer zone” means an area of one point five nautical mile (1.5 nm) measured from the outer extremity edge of CPP1 within the Licence and extending vertically from mean sea level shown edged in light green and annotated and shown as the WTG and OSP marine buffer zone on the Spirit and Harbour Protective Provisions Plan;

“WTG aviation corridor” means a two nautical mile (2 nm) wide corridor of clear airspace angled at 220 degrees from CPP1 shown edged in orange and annotated and shown as the WTG aviation corridor on the Spirit and Harbour Protective Provisions Plan; and

“WTG marine corridor” means a one nautical mile (1 nm) wide corridor of clear sea space between the Calder Platform and CPP1 shown edged in dark green and annotated and shown as the WTG marine corridor on the Spirit and Harbour Protective Provisions Plan.

Restriction on authorised development

3.—(1) No wind turbine generator, offshore substation platform or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor unless otherwise agreed in writing between the owner and the undertaker.

(2) In the case of temporary surface infrastructure the owner may not withhold consent where the undertaker has been reasonably requested to place temporary infrastructure in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor by a statutory consultee.

4. No wind turbine generator or offshore substation platform shall be erected in the WTG and OSP aviation buffer zone unless otherwise agreed in writing between the owner and the undertaker.

5. No wind turbine generator shall be erected in the WTG aviation corridor unless otherwise agreed in writing between the owner and the undertaker.

Coexistence agreement

6. Prior to commencement of construction of the authorised development, the undertaker and the owner shall use reasonable endeavours to enter into a coexistence agreement (which includes provision for proximity agreements on standard UK oil and gas industry terms).

Provision of information

7. Without prejudice to any other rights or obligations under this Part of this Schedule the owner and the undertaker shall from time to time keep each other informed of relevant activities such that the owner 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(a) in relation to the licence and taking place within the areas subject to the licence.

(a) 1998 c. 17.

Cooperation

8. The undertaker and the owner 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.

Compensation

9.—(1) The owner must before incurring any additional costs for which it intends to claim compensation under this Part 3 of Schedule 3 notify the undertaker of its intention to incur additional costs and to make a claim for compensation.

(2) The requirement for advance notice in sub-paragraph (1) above shall not apply to any additional costs required in connection with emergency works, in which case the owner must provide notice as soon as reasonably practicable after incurring the additional costs in connection with the emergency works.

(3) The owner must not incur any additional costs notified to the undertaker pursuant to sub-paragraph (1) above, unless the undertaker has approved in writing that such additional costs will be incurred, such approval not to be unreasonably withheld.

(4) The owner must, as soon as reasonably practicable after incurring any additional costs notified pursuant to sub-paragraph (2) above or approved pursuant to sub-paragraph (3) above, serve the undertaker with an itemised invoice or claim.

(5) Within 28 days of receipt of an itemised invoice or claim, the undertaker must—

- (a) approve the amount of additional costs specified in the itemised invoice or claim; or
- (b) dispute the amount of additional costs specified in the itemised invoice or claim (or that the owner has not used reasonable endeavours to mitigate or minimise any such additional costs) and refer the matter to arbitration pursuant to paragraph 9.

(6) Save where otherwise agreed in writing between the undertaker and the owner, the undertaker must thereafter pay to the owner the additional costs within 60 days of approving the amount of additional costs pursuant to sub-paragraph (5)(a) or final decision and award on additional costs pursuant to arbitration.

(7) The owner must use reasonable endeavours to mitigate in whole or in part and to minimise any additional costs. If requested to do so by the undertaker, the owner must provide an explanation of how the additional costs have been minimised.

(8) The aggregate cap of the undertaker's gross liability to pay compensation under the terms of this Part of this Schedule is limited to [£X] (X pounds) for all claims of compensation.

10. 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.

Arbitration

11. Any difference arising between the undertaker and the owner under this Part shall be referred to and settled by arbitration under article 15 (arbitration).

SCHEDULE 4

Article 14

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; and

“discharging authority” means any body responsible for giving any consent, agreement or approval required by a requirement included in Part 2 (requirements) of Schedule 2, or for giving any consent, agreement or approval further to any document referred to in any such requirement.

Applications made under requirements

2.—(1) Where an application has been made to the discharging authority for any agreement or approval required pursuant to a requirement included in this Order, the discharging authority must give notice to the undertaker of their decision, including the reasons, on the application, within a period of eight weeks beginning with—

- (a) the day immediately following that on which the application is received by the discharging authority; 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) 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.

Further information

3.—(1) Where an application has been made under paragraph 2 the discharging 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 discharging authority considers further information is needed, and the requirement does not specify that consultation with a requirement consultee is required, it must, within 10 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 discharging 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 discharging authority in writing specifying the further information required within 10 days of receipt of the consultation. The discharging authority must notify the undertaker in writing specifying any further information requested by the requirement consultee within five working days of receipt of such a request.

(4) In the event that 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.

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.

Appeal

5.—(1) The undertaker may appeal in the event that—

- (a) the discharging authority refuses an application for any consent, agreement or approval required by—
 - (i) a requirement included in this Order; or
 - (ii) a document referred to in any requirement contained in Schedule 2 (requirements);
- (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) on receipt of a request for further information pursuant to paragraph 3 of this Part of this Schedule, 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 to be as follows—

- (a) any appeal by the undertaker 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 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 discharging 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 discharging 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;
- (e) 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)(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 20 working days (unless otherwise agreed with the appeal parties) of 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 as soon as practical 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 discharging authority and any consultee required to be consulted pursuant to the requirement that is 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 discharging 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 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 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 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 must be met by the undertaker.

(12) 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: Appeals (March 2014) or any circular or guidance which may from time to time replace it.

SCHEDULE 5

Arbitration rules

Article 15

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 15 (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 working 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”).

Time periods

2.—(1) All time periods in these arbitration rules will be measured in working 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.

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,
- (b) 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;
- (c) 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
- (d) 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.

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.

Arbitrator's powers

5.—(1) The arbitrator has all the powers of the Arbitration Act 1996(a), including the non-mandatory sections, save where modified by these 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 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

(a) 1996 c. 23.

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

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.

Confidentiality

7.—(1) Subject to sub-paragraphs (2) and (3), any arbitration hearing and documentation will be confidential and will only be publicly disclosed where required by law or with the agreement of both parties.

(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

SCHEDULE 6

Article 5

Deemed Marine Licence under the 2009 Act: Morecambe Offshore Windfarm Generation Assets

PART 1

Licensed marine activities

Interpretation

1.—(1) In this marine licence—

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

“2008 Act” means the Planning Act 2008(b);

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

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

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

(b) 2008 c. 29.

(c) 2009 c. 23.

“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;

“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) 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;

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

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

“cable” means cables up to 275kV 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 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 protection” means measures to protect cables from physical damage and exposure due to loss of seabed sediment including but not limited to rock placement or rock berms, concrete mattresses, the use of bagged solutions filled with grout or other materials and flow energy dissipation devices;

“commence” means the first carrying out of any licensed activities, save for activities consisting of pre-construction surveys, monitoring surveys and unexploded ordnance surveys, and “commenced” and “commencement” and cognate expressions are to be construed accordingly;

“condition” means a condition in Part 2 of this licence;

“decommissioning programme” has the meaning given by section 105(2) of the 2004 Act(b);

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“electronic transmission” or “electronically” 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 the environmental statement by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“foundation” means any one or more of: a gravity base foundation, multi-legged jacket with piling foundation, monopile foundation, or multi-legged jacket with suction bucket foundation;

“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;

“HAT” means highest astronomical tide;

“HVAC” means high voltage alternating current;

(a) 1971 c. 80.

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

“in principle monitoring plan” means the document certified as the in principle monitoring plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

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

“km” means kilometres and “km²” means square kilometres;

“LAT” means lowest astronomical tide;

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

“licensed activities” means those activities specified in Part 1 of this licence;

“m” means metres, “m²” means square metres and “m³” means cubic metres;

“maintain” includes inspect, maintain, upkeep, repair, adjust and alter the authorised project, and further includes remove, reconstruct and replace any of the ancillary works and any component part of the authorised project (but not including the removal or replacement of foundations) 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 “maintenance” must be construed accordingly;

“Marine Management Organisation” or “MMO” means the Marine Management Organisation, Lancaster House, Hampshire Court, Newcastle upon Tyne, NE4 7YH which is the body created under the 2009 Act which is responsible for the regulation of this licence or any successor of that function;

“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;

“MGN654” means 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;

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

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

“multi-legged jacket with suction bucket foundation” means a steel jacket/lattice-type structure constructed of steel, fixed to the seabed with a tubular steel structure which partially or fully penetrates the seabed securing the jacket foundations by means of suction generated on the inside of the bucket and associated equipment, including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore order limits and grid coordinates plan” means the document certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“offshore substation platform” or “OSP” means a structure above LAT and attached to the seabed by means of one or more foundations, 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 plan” means the document certified as the offshore works plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order.

“operation” means the undertaking of activities authorised by this Order which are not part of the construction, commissioning or decommissioning of the authorised project;

“Order” means The Morecambe Offshore Windfarm Generation Assets Order 202[●];

“Order limits” means the limits shown on the offshore works plan within which the authorised project may be carried out, whose grid coordinates are set out in Part 1 of Schedule 1 (authorised development) of this Order and shown on the offshore order limits and grid coordinates plan;

“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 12 (certification of documents and plans, etc.) of the Order;

“outline offshore operation and maintenance plan” means the document certified as the outline offshore operation and maintenance plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline offshore written scheme of investigation” plan means the document certified as the outline offshore written scheme of investigation by the Secretary of State under article 12 (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 12 (certification of documents and plans, etc.) of the Order;

“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 under article 12 (certification of documents and plans, etc.) of the Order;

“outline underwater sound management strategy” means the document certified as the outline underwater sound management strategy by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline vessel traffic management plan” means the document certified as the outline vessel traffic management plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

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

“platform link cables” means the cables linking the offshore substation platforms to each other;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including but not limited to by the use of bagged solutions filled with grout or other materials, protective aprons, mattresses with or without frond devices, and rock, concrete and gravel placement;

“statutory historic body” means Historic England or its successor in function;

“statutory nature conservation body” 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(a) or its equivalent in the Conservation of Offshore Marine Habitats and Species Regulations(b);

(a) S.I. 2017/1012.

(b) S.I. 2017/1013.

“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;

“UKHO” means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Morecambe Offshore Windfarm Ltd (company registration number: SC734062);

“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;

“VHF” means very high frequency;

“wind turbine generator” or “WTG” 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 hoisting facilities and other associated equipment including communications equipment, fixed to a foundation or transition piece; and

“working day” means a day other than a Saturday or Sunday, a bank holiday or other public holiday in England and Wales.

(2) In this 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 licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time (“GMT”); and

(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 Schedule are—

(a) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244

(b) Historic England

4th Floor

Cannon Bridge House

25 Dowgate Hill

London

EC4R 2YA

Tel: 0161 242 1416

(c) Marine Management Organisation

Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle upon Tyne
NE4 7YH
Email: marine.consent@marinemanagement.org.uk
Tel: 0300 123 1032

(d) Marine Management Organisation (local office)

Lutra House
Dodd Way
Walton Summit
Preston
PR5 8BX
Email: preston@marinemanagement.org.uk
Telephone: 0208 0265643

(e) Maritime and Coastguard Agency

Navigation Safety Branch
Bay 2/20 Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2433

(f) Natural England

Foss House
Kings Pool
1-2 Peasholme Green
York
YO1 7PX

(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 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 of the substances and objects specified in paragraph 4 below;
- (b) the construction of works in or over the sea and/or on or under the seabed;
- (c) excavation for the purposes of seabed preparation for foundation works or cable works;
- (d) site clearance and preparation works including debris, sandwave clearance, boulder clearance and the removal of out of service cables and static fishing equipment; and
- (e) the disposal of up to 1,416,463 cubic metres of inert material of natural origin within the Order limits produced during construction, operation and maintenance at disposal site references to be provided to the MMO within the Order limits.

3. Such activities are authorised in relation to the construction, operation, maintenance and otherwise carrying on of—

Work No. 1:

- (a) an offshore wind generating station with a gross electrical output capacity of more than 100 MW comprising up to 35 wind turbine generators each fixed to the seabed by a foundation; and
- (b) a network of subsea inter-array cables between the wind turbine generators and between the wind turbine generators and the offshore substation platforms forming part of Work No. 2 including cable crossings and cable protection;

and associated development within the meaning of section 115(2) of the 2008 Act comprising—

Work No. 2:

- (a) one or two offshore substation platforms each fixed to the seabed by a foundation; and
- (b) a network of subsea platform link cables including cable crossings and cable protection;

and in connection with the licensed activities in Work No. 1 and Work No. 2 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;
- (c) the removal of material from the seabed and the disposal of inert material of natural origin within the Order limits produced during seabed preparation for and installation of foundations and cables (including sandwave clearance and seabed levelling) and boulder clearance;
- (d) removal of out of service cables and static fishing equipment; and
- (e) disposal of drill arisings in connection with any foundation drilling up to a total of 55,865 cubic metres.

and the following ancillary works which are within the Order limits and which fall within the scope of the work assessed by the environmental statement comprising:

- (a) moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised project; and
- (b) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

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, cable preparation works (including sandwave clearance) and cable installation works; and
- (g) marine coatings, other chemicals and timber.

5. The activities set out in paragraph 3 are to be located within the area delineated by the coordinates shown on the offshore order limits and grid coordinates plan and listed in Table 3 below—

Table 3

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 50' 11.03673656" N	003° 36' 31.65915051" W
2	53° 49' 41.72634557" N	003° 34' 15.69323747" W
3	53° 49' 45.14948499" N	003° 29' 48.00160838" W
4	53° 45' 16.81576507" N	003° 29' 38.45882862" W
5	53° 45' 00.78002400" N	003° 36' 04.79995593" W
6	53° 46' 45.95836718" N	003° 40' 53.89383116" W

6. This licence remains in force until the authorised project has been decommissioned in accordance with a decommissioning 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 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 7 (benefit of order) of the Order.

8. With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

9.—(1) 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. Such agreement 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.

(2) Should the undertaker become aware that any of the information on which the granting of this 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

1. The authorised project must be constructed in accordance with the parameters assessed in the environmental statement and set out in Table 4.

Table 4

<i>Parameter</i>	<i>Value</i>
Maximum number of wind turbine generators	35

Maximum total rotor swept area (m ²)	1,858,252
Maximum height of wind turbine generators when measured from HAT to the tip of the vertical blade (m)	310
Maximum rotor diameter of each wind turbine generator (m)	280
Minimum distance from HAT to the lowest point of the rotating blade for each turbine (m)	25
Minimum distance between wind turbine generators in a row of wind turbine generators (m)	1,060
Minimum distance between rows of wind turbine generators (m)	1,410
Maximum diameter of monopiles for wind turbine generators on monopile foundations (m)	12
Maximum diameter of piles for wind turbine generators on multi-legged jackets with piling foundations (m)	3
Maximum diameter of gravity base at the seabed for wind turbine generators on gravity base foundations (m)	65
Maximum diameter of suction buckets for wind turbine generators on multi-legged jackets with suction bucket foundations (m)	20
Maximum diameter of monopiles for offshore substation platform monopile foundations (m)	12
Maximum diameter of piles for offshore substation platforms on multi-legged jackets with piling foundations (m)	3
Maximum diameter of gravity base at the seabed for offshore substation platforms on gravity base foundations (m)	65
Maximum diameter of suction buckets for offshore substation platforms on multi-legged jackets with suction bucket foundations (m)	20
Maximum total seabed footprint of wind turbine generators (including scour protection) (m ²)	248,080
Maximum number of offshore substation platforms	2
Maximum dimensions of offshore substation platforms (excluding towers, helipads, masts, cranes and lightning protection):	
(a) Height when measured from HAT (m)	50
(b) Length (m)	50
(c) Width (m)	50
Maximum height when measured from HAT of offshore substation platforms (including helipads and lightning protection) (m)	70
Maximum total seabed footprint area for offshore substation platform foundations (including scour protection) (m ²)	14,176
Maximum total length of cables (inter-array and platform link cables) (km)	80
Maximum number of cable crossings	15
Maximum volume of natural material for disposal (m ³)	1,416,463
Maximum total footprint of scour protection (m ²) (exclusive of foundations for wind turbine generators and offshore substation platforms)	139,490
Maximum total volume of scour protection for wind turbine generators and offshore substation platforms (m ³)	278,980
Maximum footprint of cable protection (m ²) (including cable protection, entries to offshore substation platforms and wind turbine generators and cable crossings)	216,250
Maximum volume of cable protection (m ³) (including cable protection, entries to offshore substation platforms and wind turbine generators and cable crossings)	259,700
Maximum hammer energy (kilojoules or kJ) employed during installation of pin piles	2,500
Maximum hammer energy (kilojoules or kJ) employed during	6,600

installation of monopile foundations

Maintenance of the authorised project

2.—(1) The undertaker may at any time maintain the authorised project, except to the extent that this marine licence or an agreement made under this marine licence provides otherwise.

(2) Maintenance works include but are not limited to—

- (a) major wind turbine component or offshore substation platform replacement;
- (b) painting and applying other coatings to wind turbine generators, foundation structures (including transition pieces) or offshore substation platforms;
- (c) bird waste and marine growth removal;
- (d) cable remedial burial;
- (e) cable repairs and replacement;
- (f) cable protection and scour protection replenishment or replacement;
- (g) access ladder and boat landing replacement;
- (h) wind turbine generator and substation platform and/or foundation anode replacement; and
- (i) j-tube repair/replacement.

(3) No maintenance works authorised by this licence may be carried out until an offshore operation and maintenance plan substantially in accordance with the outline offshore operation and maintenance plan has been submitted to and approved by the MMO in writing.

(4) All maintenance works must be carried out in accordance with the approved offshore operation and maintenance plan unless otherwise agreed in writing by the MMO.

Extension of time periods

3. Any time period given in this licence to either the undertaker or the MMO may be extended with the agreement of the other party such a agreement not to be unreasonably withheld or delayed.

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 13;
 - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 13;
- (b) within 28 days of receipt of a copy of this licence and any subsequent amendments or revisions to it those persons referred to in paragraph (1)(a) 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 13 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 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, operation and maintenance 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 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 licensed activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;
- (b) on completion of construction of all licensed activities, and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a notice to mariners is issued at least 14 days prior to the commencement of the authorised project 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 UKHO within five days.

(9) The undertaker must ensure that notices to mariners are updated and reissued at regular intervals during construction activities and at least five days before any planned operation and maintenance works (or otherwise agreed) and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction 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 UKHO of 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

5.—(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 whole of 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 9(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 4(1) 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.

Colouring of Structures

6.—(1) 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 minimum of 15m above HAT or such other height as directed by Trinity House.

(2) Unless the MMO otherwise directs, the undertaker must paint the remainder of the structures grey (colour code RAL 7035).

Chemicals, drilling and debris

7.—(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.

(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 Offshore Chemical Notification Scheme.

(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 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.

(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 within the Order limits, the undertaker must report the loss in writing to the local enforcement 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, 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 9(1)(e).

(10) All dropped objects which may reasonably be expected to cause a hazard in the marine environment 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

8.—(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 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.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

9.—(1) No part of the licensed activities may 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 the relevant statutory nature conservation body, Trinity House and the MCA, as appropriate—

- (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 setting out proposed details of the authorised project, including the:
 - (i) number, dimensions, specification, and foundation type(s) for each wind turbine generator and offshore substation platform;
 - (ii) the proposed layout of all wind turbine generators and offshore substation platforms (which shall provide for two lines of orientation and otherwise be in accordance with the recommendations for layout contained in MGN654 and its annexes), including grid coordinates of the centre point of the proposed location for each wind turbine generator and offshore substation platform;
 - (iii) proposed specification and layout of all cables;
 - (iv) location and specification of all other aspects of the authorised project; and
 - (v) any archaeological exclusion zonesto ensure conformity with the description of Work No. 1 and Work No. 2 and compliance with conditions 1 and 2;
- (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 and offshore substation platforms forming part of the authorised project and licensed activities;
- (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 14, 15 and 16 to be submitted to the MMO in accordance with the following—
 - (i) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
 - (ii) at least four months prior to construction, detail on construction monitoring;

- (iii) at least four months prior to completion of construction, details of operational monitoring, if required;
- unless otherwise agreed in writing with the MMO.
- (d) an offshore 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 the inter-array cables and platform link cables,
 - (bb) a detailed cable specification and installation plan for the authorised project, incorporating a cable 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) details of cable monitoring including details of 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 management and cable protection management (which accords with the outline scour protection and cable protection plan) 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;
 - (iv) contractors;
 - (v) associated ancillary works; and
 - (vi) guard vessels to be employed;
 - (e) an offshore project environmental management plan (which accords 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 contact details and responsibilities of a fisheries liaison officer;
 - (v) measures to minimise disturbance to marine mammals and rafting birds from vessels;
 - (vi) measures to minimise the potential spread of invasive non-native species;
 - (f) an offshore archaeological written scheme of investigation in relation to the Order limits, which must accord with the outline offshore written scheme of investigation 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 project, and to notify Historic England and the MMO 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 maintenance and decommissioning of the authorised project; 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 operation and maintenance plan (in accordance with the outline offshore operation 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;
 - (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 5 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 body;
 - (j) a vessel traffic management plan in accordance with the outline vessel traffic management plan; and
 - (k) a fisheries liaison and co-existence plan (in accordance 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 include—
 - (i) the appointment and responsibilities of a fisheries liaison officer; and
 - (ii) measures to address the interaction of the licensed activities with fishing activities.

(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 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.

10.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 9 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 condition 9 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 such agreement not to be unreasonably withheld or delayed.

(3) 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.

Safety zones

11. The licensed activities or relevant part thereof must not commence until (insofar as relevant to the licensed activity) an application has been made to the Secretary of State for a safety zone for the relevant activities pursuant to the Energy Act 2004.

Offshore safety management

12. 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 part of the project, adequately addressed all MCA recommendations as appropriate to the authorised project contained within MGN654.

Reporting of engaged agents, contractors and vessels

13.—(1) The undertaker must provide the name, address and function of any agent, contractor or subcontractor that will carry out any of the licensed activities on behalf of the undertaker to the MMO in writing no less than 24 hours before that agent, contractor or subcontractor carries out any such 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 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 details provided under sub-paragraphs (1) and (2) must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

(4) The undertaker must ensure that a copy of this marine licence and any subsequent revisions or amendments has been provided to any agents, contractors, subcontractors or vessels that will carry on any licensed activities on behalf of the undertaker prior to them engaging in the licensed activities.

Pre-construction monitoring and surveys

14.—(1) The undertaker must, in discharging condition 9(1)(c) submit a monitoring plan or plans in accordance with the 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 pre-construction monitoring and surveys, including methodologies and timings.

(2) The survey proposals submitted under sub-paragraph (1) 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.

(3) 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 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.

(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.

Construction monitoring

15.—(1) The undertaker must, in discharging condition 9(1)(c), submit details (which accord with the in principle monitoring plan) for approval in writing by the MMO in consultation with the

relevant statutory nature conservation body of any proposed construction monitoring, including methodologies and timings, to be carried out during the construction of the authorised project. The monitoring proposals must specify each monitoring proposal's objectives.

(2) In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of underwater sound 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 monitoring approved under sub-paragraph (1), including any further underwater sound 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 body.

(4) The results of the initial underwater sound measurements monitored in accordance with sub-paragraph (2) must be provided to the MMO within six weeks of the end of piling of the first four piled foundations. The assessment of this report by the MMO will determine whether any further underwater sound 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 offshore monitoring plan in accordance with that plan, including any further underwater sound 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 in principle 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 to ensure the ongoing efficacy of the marine mammal mitigation protocol.

Post-construction monitoring

16.—(1) The undertaker must, in discharging condition 9(1)(c) submit details (which accord with the in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation body of proposed post-construction monitoring, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

(2) The monitoring proposals must specify each monitoring proposal'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 monitoring 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 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; and
- (b) undertake post-construction vessel traffic monitoring in accordance with the in principle monitoring plan, including the provision of reports on the results of that monitoring to the MMO, MCA and Trinity House.

(4) The undertaker must carry out the monitoring 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 body.

(5) Following the installation of cables, details of cable monitoring required under 9(1)(d) must be updated with the results of the post installation surveys. The statement must be implemented until the authorised scheme is decommissioned and reviewed as specified within the statement, following cable burial surveys, or as instructed by the MMO.

Reporting of scour and cable protection

17.—(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 body 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

18.—(1) The undertaker must submit a close-out report to the MMO, MCA, Trinity House, the UKHO and the relevant statutory nature conservation body within four 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;
- (b) the installed wind turbine generator parameters relevant for ornithological collision risk modelling;
- (c) as built plans;
- (d) latitude and longitude coordinates of the centre point of the location for each wind turbine generator and offshore substation platform provided as Geographical Information System data referenced to WGS84 datum; and
- (e) latitude and longitude coordinates of the inter array and export cable routes provided as Geographical Information System data referenced to WGS84 datum.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

Marine Noise Registry

19.—(1) Where driven or part-driven pile foundations are proposed to be installed, the undertaker must at least 10 days prior to the commencement of those activities, submit details including the expected location of the activities and the start and end dates of the activities to the Marine Noise Registry to satisfy the forward look requirements and update that information as required if the expected location and start and end dates change.

(2) Every six months following the commencement of pile driving, the undertaker must submit information on the locations and dates of those activities to the Marine Noise Registry to satisfy the close out requirements until completion of those activities.

(3) Within 12 weeks of the completion of pile driving, the undertaker must submit information on the locations and dates of those activities to the Marine Noise Registry to satisfy the close out requirements.

(4) The undertaker must notify MMO of the successful submission of forward look or close out information pursuant to sub-paragraphs (1) to (3) above within seven days of the submissions to the Marine Noise Registry.

(5) For the purpose of this condition—

- (a) “Marine Noise Registry” means the database of impulsive noise generating activities in UK seas maintained by Joint Nature Conservation Committee or any successor database; and
- (b) “Forward look” and “close out” requirements are as set out in the ‘UK Marine Noise Registry: Information Document, Version 1 (May 2016’ or any updated information document.

Underwater sound management strategy

20.—(1) No piling activities shall commence until an underwater sound management strategy for those activities, which accords with the outline underwater sound management strategy, has been submitted to and approved in writing by the MMO in consultation with the relevant statutory nature conservation body.

(2) The underwater sound management strategy must be submitted to the MMO no later than four months prior to the commencement of the relevant activities, unless otherwise agreed in writing by the MMO.

(3) The piling activities must be carried out in accordance with the approved underwater sound management strategy, unless otherwise agreed in writing by the MMO.

Deployment of new cable protection and scour protection

21. Any cable protection and scour protection (other than the replenishment or replacement of existing cable protection or scour protection) authorised under this licence must be deployed within ten years from the date on which operation of the authorised project commences unless otherwise agreed by the MMO in writing.

SCHEDULE 7

Article 16

Compensation measures

1. In this part—

“construction of a mammalian predator-proof exclusion fence and mammalian predator removal measure” means the measure to construct a mammalian predator-proof exclusion fence and removal of mammalian predators within a fenced enclosure at key lesser black-backed gull nesting site(s);

“Defra” means the Department for Environment, Food and Rural Affairs;

“habitat management measure” means the measure to manage and improve the vegetation and scrub habitat for nesting lesser black-backed gulls at key lesser black-backed gull nesting site(s);

“LBBGCSG” means the Lesser Black-Backed Gull Compensation Steering Group;

“lesser black-backed gull CIMP” means a lesser black-backed gull compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of lesser black-backed gull from the MBDE and RAE as a result of the authorised development;

“lesser black-backed gull compensation measure” means the construction of a mammalian predator-proof exclusion fence and mammalian predator removal measure or the habitat management measure;

“MBDE” means the site designated as the Morecambe Bay and Duddon Estuary Special Protection Area;

“outline compensation and implementation monitoring plan” means the document certified as the outline compensation and implementation monitoring plan for the purposes of this Order under article 12 (certification of documents and plans, etc.);

“RAE” means the site designated as the Ribble and Alt Estuaries Special Protection Area ;

“relevant planning authority” means the planning authority in whose area the lesser black-backed gull compensation measure is located;

“strategic compensation fund” means any fund established by Defra or a Government body for the purpose of implementing strategic compensation measures or any equivalent fund established for that purpose; and

2.“strategic compensation owner” means the Government body with the responsibility to manage the strategic compensation fund.—(1) No later than [six] months prior to the commencement of the authorised development, the undertaker must advise the Secretary of State of the intention to provide compensation either—

- (a) through a contribution to the strategic compensation fund; or
- (b) through a project-alone lesser black-backed gull compensation measure.

(2) Paragraphs 7-13 of this Schedule shall not apply to the extent that a contribution to the strategic compensation fund has been elected in paragraph 2 of this Schedule and paragraphs 4, 5 and 6 of this Schedule shall not apply to the extent that a project-alone lesser black-backed gull compensation measure has been elected in paragraph 2 of this Schedule.

3.The authorised development may not be commenced until a plan for the work of the LBBGCSG has been submitted to and approved by the Secretary of State. Such a plan must include—

- (a) terms of reference for the LBBGCSG;
- (b) details of the membership of the LBBGCSG, which must include the relevant statutory nature conservation body and, where appropriate, the MMO and/or the relevant planning authority as core members;
- (c) details of the proposed schedule of meetings, timetable for preparation of the lesser black-backed gull CIMP and reporting and review periods, or details of the schedule of meetings to agree contributions to the strategic compensation fund; and
- (d) the dispute resolution mechanism.

4.—(1) The undertaker must agree a ratio/value of contribution with the strategic compensation owner, in consultation with the statutory nature conservation body and the LBBGCSG.

(2) Unless otherwise agreed with the strategic compensation owner, the ratio/value must include the provision of—

- (a) the required contribution to compensate for the worst-case scenario of adverse effect on the MBDE and RAE;
- (b) the required contribution to monitoring of the compensation undertaken under the strategic compensation fund;
- (c) the required contribution to provide for any adaptive management measures for the compensation undertaken under the strategic compensation fund;
- (d) the timing of any required contribution to ensure compensation is either provided ahead of construction or to a sufficiently high ratio to allow for construction prior to implementation of the compensation;
- (e) the required contribution for the ongoing maintenance of the compensation undertaken under the strategic compensation fund; and
- (f) the required contribution for any decommissioning of the compensation undertaken under the strategic compensation fund.

5. Prior to the commencement of any works, the undertaker must provide details on the contribution to the strategic compensation fund agreed under paragraph 4 to the Secretary of State for approval.

6. The undertaker must provide the contribution to the strategic compensation fund as per the agreement approved by the Secretary of State under paragraph 5.

7. Following consultation with the LBBGCSG the lesser black-backed gull CIMP must be submitted to the Secretary of State for approval, in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO and/or the relevant local planning authority.

8.—(1) The lesser black-backed gull CIMP must be based on the strategy for lesser black-backed gull compensation set out in the outline compensation and implementation monitoring plan and must include—

- (a) details of the location(s) where the lesser black-backed gull compensation measure will be delivered;
- (b) details of how any necessary land access rights, licences and approvals have or will be obtained;
- (c) an implementation timetable for delivery of the lesser black-backed gull compensation measure;
- (d) recording of LBBGCSG consultations;
- (e) details of the proposed ongoing monitoring and reporting on the effectiveness of the lesser black-backed gull compensation measure, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or implementation of adaptive management measures; and
- (f) provision for annual reporting to the Secretary of State.

9. The undertaker must implement the measures set out in the lesser black-backed gull 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 where appropriate the MMO and/or the relevant local planning authority.

10. No wind turbine generator forming part of Work No. 1 may commence operation until the lesser black-backed gull compensation measure has been implemented for four breeding seasons, unless commencement of operation at an earlier date is approved in writing by the Secretary of State. For the purposes of this paragraph each breeding season is 1 March to 30 September of each year inclusive.

11. The undertaker must notify the Secretary of State of the implementation of the lesser black-backed gull compensation measure.

12. Where the lesser black-backed gull compensation measure as approved in the lesser black-backed gull CIMP includes the construction of a mammalian predator-proof exclusion fence, such fencing must be maintained by the undertaker (or at its expense) for the operational lifetime of the wind turbine generators erected under Work No.1.

13. The lesser black-backed gull 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 lesser black-backed gull CIMP must be in accordance with the principles set out in the outline compensation and implementation monitoring plan.

SCHEDULE 8

Article 12

Documents to be certified

The following documents, including those listed in Table 5, are the list referred to in article 12 (certification of documents and plans, etc.)—

Table 5

<i>Document Reference Number</i>	<i>Planning Inspectorate Reference</i>	<i>Document Name</i>	<i>Revision</i>	<i>Date</i>
2.1		Offshore Location Plan		May 2024
2.2		Crown Land Plan	02	July 2024
2.3		Offshore Works Plan		May 2024
2.4		Offshore Order Limits and Grid Coordinates Plan		May 2024
2.5		Indicative Extent of Marine Licence		May 2024
2.6		Offshore Statutory and Non-Statutory Nature Conservation Sites	02	July 2024
2.7		Historic Environment Plan		May 2024
Habitats Regulations Assessment Report				
4.11		Habitats Regulations Assessment Without Prejudice Derogation Case	02	November 2024
4.11.1		Outline Compensation Implementation and Monitoring Plan		May 2024
Environmental Statement				
5.1.1		Chapter 1 Introduction	02	November 2024
5.1.2		Chapter 2 Need for the Project		May 2024
5.1.3		Chapter 3 Policy and Legislation		May 2024
5.1.4		Chapter 4 Site Selection and Assessment of Alternatives		May 2024
5.1.5		Chapter 5 Project Description	02	November 2024
5.1.6		Chapter 6 EIA Methodology		May 2024
5.1.7		Chapter 7 Marine Geology Oceanography and Physical Processes	02	November 2024
5.1.8		Chapter 8 Marine Sediment and Water Quality	02	November 2024
5.1.9		Chapter 9 Benthic Ecology		May 2024
5.1.10		Chapter 10 Fish and Shellfish Ecology	02	November 2024
5.1.11		Chapter 11 Marine Mammals	02	November 2024
5.1.12		Chapter 12 Offshore Ornithology	02	November 2024
5.1.13		Chapter 13 Commercial Fisheries		May 2024
5.1.14		Chapter 14 Shipping and Navigation		May 2024
5.1.15		Chapter 15 Marine Archaeology and Cultural Heritage	02	November 2024
5.1.16		Chapter 16 Civil and Military Aviation and Radar	02	November 2024
5.1.17		Chapter 17 Infrastructure and Other Users	02	November 2024
5.1.18		Chapter 18 Seascape Landscape and		May 2024

5.1.19	Visual Impact Assessment. Chapter 19 Human Health	02	November 2024
5.1.20	Chapter 20 Socio-economics Tourism and Recreation		May 2024
5.1.21	Chapter 21 Climate Change		May 2024
5.1.22	Chapter 22 Traffic and Transport		May 2024
5.1.23	Chapter 23 Summary_Generation and Transmission Assets Assessment	02	November 2024
5.2.6.1	Appendix 6.1 CEA Project Long List		May 2024
5.2.7.1	Appendix 7.1 Offshore Geophysical Survey		May 2024
5.2.9.1	Appendix 9.1 Benthic Characterisation Survey		May 2024
5.2.9.2	Appendix 9.2 Marine Evidence-based Sensitivity Assessment		May 2024
5.2.11.1	Appendix 11.1 Underwater Noise Assessment		May 2024
5.2.11.2	Appendix 11.2 Marine Mammal Information and Survey Data	03	November 2024
5.2.11.3	Appendix 11.3 Marine Mammal Unexploded Ordnance Assessment	02	November 2024
5.2.11.4	Appendix 11.4 Marine Mammal CEA Project Screening	02	November 2024
5.2.11.5	Appendix 11.5 Marine Mammal Consultation Responses		May 2024
5.2.12.1	Appendix 12.1 Offshore Ornithology Technical Report		May 2024
5.2.12.2	Appendix 12.2 Aerial Survey Two Year Report March 2021 to February 2023		May 2024
5.2.13.1	Appendix 13.1 Commercial Fisheries Technical Report		May 2024
5.2.14.1	Appendix 14.1 Navigational Risk Assessment		May 2024
5.2.14.2	Appendix 14.2 Cumulative Regional Navigational Risk Assessment		May 2024
5.2.15.1	Appendix 15.1 Archaeological Assessment of Geophysical and Hydrographic Data		May 2024
5.2.15.2	Appendix 15.2 Seismic Data Review		May 2024
5.2.15.3	Appendix 15.3 Settings Assessment		May 2024
5.2.16.1	Appendix 16.1 Airspace Analysis and Radar Modelling	02	November 2024
5.2.16.2	Appendix 16.2 Blackpool Instrument Flight Procedure Safeguarding Report		May 2024
5.2.16.3	Appendix 16.3 Other Instrument Flight Procedure Assessments		May 2024
5.2.17.1	Appendix 17.1 Helicopter Access Study		May 2024
5.2.17.2	Appendix 17.2 Radar Early Warning System Technical Report		May 2024
5.2.18.1	Appendix 18.1 SLVIA Methodology		May 2024
5.2.18.2	Appendix 18.2 SLVIA Preliminary Assessment	02	November 2024

5.2.18.3	Appendix 18.3 SLVIA Viewpoint Assessment		May 2024
5.2.20.1	Appendix 20.1 Offshore Windfarm Economic Impact Assessment Methodology		May 2024
5.2.21.1	Appendix 21.1 Greenhouse Gas Assessment Methodology		May 2024
5.3.1	Chapter 1 Introduction Figures		May 2024
5.3.4	Chapter 4 Site Selection and Assessment of Alternatives Figures		May 2024
5.3.5	Chapter 5 Project Description Figures		May 2024
5.3.7	Chapter 7 Marine Geology Oceanography and Physical Processes Figures	02	July 2024
5.3.8	Chapter 8 Marine Sediment and Water Quality Figures		May 2024
5.3.9	Chapter 9 Benthic Ecology Figures		May 2024
5.3.10	Chapter 10 Fish and Shellfish Ecology Figures	02	October 2024
5.3.11	Chapter 11 Marine Mammals Figures		May 2024
5.3.12	Chapter 12 Offshore Ornithology Figures		May 2024
5.3.13	Chapter 13 Commercial Fisheries Figures		May 2024
5.3.14	Chapter 14 Shipping and Navigation Figures		May 2024
5.3.15	Chapter 15 Marine Archaeology and Cultural Heritage Figures		May 2024
5.3.15.1	Appendix 15.3 Generation Assets Setting Assessment_Cultural Heritage Viewpoint 1		May 2024
5.3.15.2	Appendix 15.3 Generation Assets Setting Assessment_Cultural Heritage Viewpoint 2		May 2024
5.3.15.3	Appendix 15.3 Generation Assets Setting Assessment_Cultural Heritage Viewpoint 3		May 2024
5.3.15.4	Appendix 15.3 Generation Assets Setting Assessment_Cultural Heritage Viewpoint 4		May 2024
5.3.16	Chapter 16 Civil and Military Aviation and Radar Figures		May 2024
5.3.17	Chapter 17 Infrastructure and Other Users Figures		May 2024
5.3.18.1	Chapter 18 SLVIA Figures_Part 1 of 34		May 2024
5.3.18.2	Chapter 18 SLVIA Figures_Part 2 of 34		May 2024
5.3.18.3	Chapter 18 SLVIA Figures_Part 3 of 34		May 2024
5.3.18.4	Chapter 18 SLVIA Figures_Part 4 of 34		May 2024
5.3.18.5	Chapter 18 SLVIA Figures_Part 5 of 34		May 2024
5.3.18.6	Chapter 18 SLVIA Figures_Part 6 of 34		May 2024

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5.3.18.7	Chapter 18 SLVIA Figures_Part 7 of 34	May 2024
5.3.18.8	Chapter 18 SLVIA Figures_Part 8 of 34	May 2024
5.3.18.9	Chapter 18 SLVIA Figures_Part 9 of 34	May 2024
5.3.18.10	Chapter 18 SLVIA Figures_Part 10 of 34	May 2024
5.3.18.11	Chapter 18 SLVIA Figures_Part 11 of 34	May 2024
5.3.18.12	Chapter 18 SLVIA Figures_Part 12 of 34	May 2024
5.3.18.13	Chapter 18 SLVIA Figures_Part 13 of 34	May 2024
5.3.18.14	Chapter 18 SLVIA Figures_Part 14 of 34	May 2024
5.3.18.15	Chapter 18 SLVIA Figures_Part 15 of 34	May 2024
5.3.18.16	Chapter 18 SLVIA Figures_Part 16 of 34	May 2024
5.3.18.17	Chapter 18 SLVIA Figures_Part 17 of 34	May 2024
5.3.18.18	Chapter 18 SLVIA Figures_Part 18 of 34	May 2024
5.3.18.19	Chapter 18 SLVIA Figures_Part 19 of 34	May 2024
5.3.18.20	Chapter 18 SLVIA Figures_Part 20 of 34	May 2024
5.3.18.21	Chapter 18 SLVIA Figures_Part 21 of 34	May 2024
5.3.18.22	Chapter 18 SLVIA Figures_Part 22 of 34	May 2024
5.3.18.23	Chapter 18 SLVIA Figures_Part 23 of 34	May 2024
5.3.18.24	Chapter 18 SLVIA Figures_Part 24 of 34	May 2024
5.3.18.25	Chapter 18 SLVIA Figures_Part 25 of 34	May 2024
5.3.18.26	Chapter 18 SLVIA Figures_Part 26 of 34	May 2024
5.3.18.27	Chapter 18 SLVIA Figures_Part 27 of 34	May 2024
5.3.18.28	Chapter 18 SLVIA Figures_Part 28 of 34	May 2024
5.3.18.29	Chapter 18 SLVIA Figures_Part 29 of 34	May 2024
5.3.18.30	Chapter 18 SLVIA Figures_Part 30 of 34	May 2024
5.3.18.31	Chapter 18 SLVIA Figures_Part 31 of 34	May 2024
5.3.18.32	Chapter 18 SLVIA Figures_Part 32 of 34	May 2024
5.3.18.33	Chapter 18 SLVIA Figures_Part 33 of 34	May 2024

5.3.18.34	Chapter 18 SLVIA Figures_Part 34 of 34		May 2024
5.3.19	Chapter 19 Human Health Figures		May 2024
5.3.20	Chapter 20 Socio-economics Tourism and Recreation Figures		May 2024
5.3.23	Chapter 23 Summary_Generation and Transmission Assets Assessment Figures		May 2024
5.4	Scoping Report and Scoping Opinion		May 2024
5.5	Schedule of Mitigation		May 2024
Outline plans and documents			
6.2	Outline Project Environmental Management Plan	02	November 2024
6.3	Outline Fisheries Liaison and Co-Existence Plan		May 2024
6.4	In Principle Monitoring Plan		May 2024
6.5	Draft Marine Mammal Mitigation Protocol		May 2024
6.6	Outline Offshore Operation and Maintenance Plan		May 2024
6.7	Outline Port Access and Transport Plan		May 2024
6.8	Outline Scour Protection and Cable Protection Plan	02	November 2024
6.9	Outline Vessel Traffic Management Plan		May 2024
6.10	Outline Offshore Written Scheme of Investigation		May 2024
6.11	Outline Skills and Employment Plan		May 2024
[]	Outline Underwater Sound Management Strategy		[]
Other Examination Documents			
[]	Spirit and Harbour Protective Provisions Plan		[]

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 30km from the Lancashire coast of England, together with associated development. This Order imposes requirements in connection with the development.

A copy of the plans referred to in this Order and certified in accordance with article 12 (certification of documents and plans, etc.) may be inspected free of charge at the offices of Morecambe Offshore Windfarm Ltd (company registration number: SC734062) at Hobart House, 80 Hanover Street, Edinburgh, EH2 1EL.