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STATUTORY INSTRUMENTS

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**2014 No. 3331**

**INFRASTRUCTURE PLANNING**

**The Hornsea One Offshore Wind Farm Order 2014**

*Made* - - - - *10th December 2014*

*Coming into force* - - *31st December 2014*

An application has been made to the Secretary of State in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009<sup>(1)</sup> for an Order under sections 114, 115, 120, and 149A of the Planning Act 2008 (“the 2008 Act”)<sup>(2)</sup>;

The application was examined by a Panel appointed as an Examining authority by the Secretary of State pursuant to Chapter 4 of the 2008 Act and the Infrastructure Planning (Examination Procedure) Rules 2010<sup>(3)</sup>;

The Examining authority, having considered the application with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74 of the 2008 Act made a report and recommendation to the Secretary of State;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, having considered the report and recommendation of the Panel, and decided the application, has determined to make an Order giving effect to the proposals comprised in the application with modifications which in his opinion do not make substantial change to the proposals;

The Secretary of State, in exercise of the powers conferred by sections 114, 115, 120, and 149A of the 2008 Act, makes the following Order:

**PART 1**

**Preliminary**

**Citation and commencement**

**1.** This Order may be cited as the Hornsea One Offshore Wind Farm Order 2014 and comes into force on 31st December 2014.

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<sup>(1)</sup> S.I. 2009/2264. Amended by S.I. 2010/602, 2012/635, 2012/2732.

<sup>(2)</sup> 2008 c.29.

<sup>(3)</sup> S.I. 2010/103. Amended by SI 2012/635.

**Interpretation****2.—(1) In this Order—**

- “the 1961 Act” means the Land Compensation Act 1961**(4)**;
- “the 1965 Act” means the Compulsory Purchase Act 1965**(5)**;
- “the 1980 Act” means the Highways Act 1980**(6)**;
- “the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981**(7)**;
- “the 1989 Act” means the Electricity Act 1989**(8)**;
- “the 1990 Act” means the Town and Country Planning Act 1990**(9)**;
- “the 1991 Act” means the New Roads and Street works Act 1991**(10)**;
- “the 2003 Act” means the Electronic Communications Act 2003**(11)**;
- “the 2004 Act” means the Energy Act 2004**(12)**;
- “the 2008 Act” means the Planning Act 2008;
- “the 2009 Act” means the Marine and Coastal Access Act 2009**(13)**;
- “ancillary works” means the ancillary works described in Part 2 of Schedule 1 and other works authorised by the Order, which are not development within the meaning of section 32 of the 2008 Act;

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- (4) 1961 c.33. Section 2(2) was amended by section 193 of, and paragraph 5 of Schedule 33 to, the Local Government, Planning and Land Act 1980 (c.65). There are other amendments to the 1980 Act which are not relevant to this Order.
  - (5) 1965 c.56. Section 3 was amended by section 70 of, and paragraph 3 of Schedule 15 to, the Planning and Compensation Act 1991 (c.34). Section 4 was amended by section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c.71). Section 5 was amended by sections 67 and 80 of, and Part 2 of Schedule 18 to, the Planning and Compensation Act 1991 (c.34). Section 11(1) and sections 3, 31 and 32 were amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67) and by section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (2006 No.1). Section 12 was amended by section 56(2) of, and Part 1 to Schedule 9 to, the Courts Act 1971 (c.23). Section 13 was amended by section 139 of the Tribunals, Courts and Enforcement Act 2007 (c.15). Section 20 was amended by section 70 of, and paragraph 14 of Schedule 15 to, the Planning and Compensation Act 1991 (c.34). Sections 9, 25 and 29 were amended by the Statute Law (Repeals) Act 1973 (c.39). Section 31 was also amended by section 70 of, and paragraph 19 of Schedule 15 to, the Planning and Compensation Act 1991 (c.34) and by section 14 of, and paragraph 12(2) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (2006 No.1). There are other amendments to the 1965 Act which are not relevant to this Order.
  - (6) 1980 c.66. Section 1(1) was amended by section 21(2) of the New Roads and Street Works Act 1991 (c.22); sections 1(2), (3) and (4) were amended by section 8 of, and paragraph (1) of Schedule 4 to, the Local Government Act 1985 (c.51); section 1(2A) was inserted by, and section 1(3) was amended by, section 259 (1), (2) and (3) of the Greater London Authority Act 1999 (c.29); sections 1(3A) and 1(5) were inserted by section 22(1) of, and paragraph 1 of Schedule 7 to, the Local Government (Wales) Act 1994 (c.19). Section 36(2) was amended by section 4(1) of, and paragraphs 47 (a) and (b) of Schedule 2 to, the Housing (Consequential Provisions) Act 1985 (c.71), by S.I. 2006/1177, by section 4 of and paragraph 45(3) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c.11), by section 64(1) (2) and (3) of the Transport and Works Act 1992 (c.42) and by section 57 of, and paragraph 5 of Part 1 of Schedule 6 to, the Countryside and Rights of Way Act 2000 (c.37); section 36(3A) was inserted by section 64(4) of the Transport and Works Act 1992 and was amended by S.I. 2006/1177; section 36(6) was amended by section 8 of, and paragraph 7 of Schedule 4 to, the Local Government Act 1985 (c.51); and section 36(7) was inserted by section 22(1) of, and paragraph 4 of Schedule 7 to, the Local Government (Wales) Act 1994 (c.19). Section 329 was amended by section 112(4) of, and Schedule 18 to, the Electricity Act 1989 (c.29) and by section 190(3) of, and Part 1 of Schedule 27 to, the Water Act 1989 (c.15). There are other amendments to the 1980 Act which are not relevant to this Order.
  - (7) 1981 c.66. Sections 2 and 116 were amended by section 4 of, and paragraph 52 of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c.11). There are other amendments to the 1981 Act which are not relevant to this Order.
  - (8) 1989 c.29.
  - (9) 1990 c. 8. Section 206(1) was amended by section 192(8) of, and paragraphs 7 and 11 of Schedule 8 to, the Planning Act 2008 (c29) (date in force to be appointed see section 241(3), (4)(a), (c) of the 2008 Act). There are other amendments to the 1990 Act which are not relevant to this Order.
  - (10) 1991 c.22.
  - (11) 2003 c.21.
  - (12) 2004 c.20.
  - (13) 2009 c.23.

“authorised development” means development described in Part 1 of Schedule 1 and other development authorised by the Order, which is development within the meaning of section 32 of the 2008 Act;

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

“the book of reference” means the book of reference certified by the Secretary of State for the purposes of this Order;

“commence”, except where otherwise provided for, means commencing any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised development other than operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, and remedial work in respect of any contamination or other adverse ground conditions, and “commencement” shall be construed accordingly;

“deemed marine licence” means a licence set out in any of Schedules 8 to 11, and deemed by article 35 to have been granted under Part 4 of the 2009 Act, by virtue of section 149A of the 2008 Act;

“electrical circuit” means a number of electrical conductors necessary to transmit electricity between two points within the authorised development; this comprises, in the case of HVAC transmission, three conductors which may be bundled as one cable or (onshore) take the form of three separate cables, and, in the case of HVDC transmission two conductors, which may be attached together or take the form of single cables: the circuit may include one or more auxiliary cables (normally fibre optic cables) for the purpose of control, monitoring, protection or general communications;

“electrical transmission station” means the onshore HVDC converter station or the HVAC substation required for connecting the electrical circuits to the National Grid;

“the Environmental Statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order;

“gravity base foundation” means either—

- (a) a structure principally of concrete and/or steel which rests on the seabed due either to its own weight and that of added ballast or to the weight of water above it, and may include associated equipment including suction piles, J-tubes and access platforms; or
- (b) a structure principally of concrete and/or steel consisting of a platform supported on two pontoons to which the platform is connected by columns which may be connected by braces;

“highway” and “highway authority” have the same meaning as in the 1980 Act;

“horizontal directional drilling” refers to a boring technique involving drilling in an arc between two points;

“HVAC” means high voltage alternating current;

“HVDC” means high voltage direct current;

“the inter- array electrical circuits” means the circuits described in paragraph (b) of Work No.1, paragraph (b) of Work No.2 and paragraph (b) of Work No.3;

“the intertidal area” means the area between mean high water springs and mean low water springs;

“jacket foundation” means a lattice construction comprising tubular members and joints which are fixed to the seabed with piles (either driven or drilled piles or suction piles) and which will include platforms and J-tubes and may include braced monopiles and a transition piece;

“the land plans” means the plans certified as the land plans by the Secretary of State for the purposes of this Order;

“the licence conditions” means the conditions set out in respect of each of the deemed marine licences in Part 2 of Schedules 8 to 11 respectively;

“the limits of deviation” means the limits of deviation for the scheduled works comprised in the authorised development shown on the works plans;

“the local planning authority” means, in relation to any land or part of the authorised development, the district council or unitary authority for the area in which the land or development is situated;

“maintain”, includes, to the extent assessed in the environmental statement—

- (a) inspect, repair, adjust and alter; and
- (b) in respect of any of the ancillary works and any component part of any wind turbine generator, offshore accommodation platform, offshore HVAC collector substation, offshore HVDC converter station, offshore reactive compensation substation or Work No. 10 also includes remove, reconstruct and replace,

but does not include the alteration, removal or replacement of foundations; and “maintenance” shall be construed accordingly;

“MHWS” means the highest level which spring tides reach on average over a period of time;

“MLWS” means the lowest level which spring tides reach on average over a period of time;

“the MMO” means the Marine Management Organisation or any successor to its statutory functions;

“mode of transmission” means whichever of the HVAC or HVDC technologies is chosen by the undertaker as the means of transmitting electricity by cable for the purposes of the authorised project;

“monopile foundation” comprises a large diameter steel or concrete tube or pile driven vertically into the seabed, J-tubes and platforms and may include external structural devices such as bracing members or steel anchor wires and a transition piece;

“offshore accommodation platform” means a platform housing or incorporating temporary accommodation, landing ports for vessels and/or helicopters, standby electricity generation equipment, marking and lighting and other equipment facilities to assist in the co-ordination of marine activities related to the authorised development;

“offshore HVAC collector substation” means a structure serving as a collection point for the inter-array electrical circuits and containing equipment with the purpose of transforming the electricity generated at the wind turbines to a higher voltage; it may also include a helicopter platform;

“offshore HVDC converter station” means a structure which contains equipment to convert HVAC electricity to HVDC electricity; it may also include a helicopter platform;

“offshore reactive compensation substation” means a structure housing electrical reactors for the purpose of limiting electrical losses in the course of HVAC transmission by providing reactive compensation; it may also include a helicopter platform;

“the offshore works plans” means the part of the works plans described as the offshore works plans;

“the onshore works plans” means the part of the works plans described as the onshore works plans;

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

“the Order limits” means the limits shown on the works plans within which the authorised project may be carried out;

“requirements” means those matters set out in Part 3 (requirements) of Schedule 1 to this Order;

“scheduled works” means the numbered works specified in Part 1 of Schedule 1 to this Order, or any part of them;

“street” means a street within the meaning of section 48 of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes part of a street;

“street authority” in relation to a street, has the same meaning as in Part 3 of the 1991 Act;

“suction pile” means a large diameter steel cylinder which is fixed to the base of the foundation and partially penetrates the seabed and remains in place using its weight and hydrostatic pressure differential;

“the tribunal” means the Lands Chamber of the Upper Tribunal;

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

“undertaker” is to be construed in accordance with article 3;

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

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

“Wind Farm Area 1” means the area within the limits of deviation for Work No. 1 of which the co-ordinates are specified in Part 1 of Schedule 1;

“Wind Farm Area 2” means the area within the limits of deviation for Work No. 2 of which the co-ordinates are specified in Part 1 of Schedule 1;

“Wind Farm Area 3” means the area within the limits of deviation for Work No. 3 of which the co-ordinates are specified in Part 1 of Schedule 1;

“wind turbine generator” means a structure comprising a tower, rotor with horizontal axis blades connected at the hub, nacelle containing mechanical and electrical equipment, ancillary equipment including access ladders and platforms, lifts, cables, corrosion protection systems, maintenance equipment, helihoist facilities and other associated equipment, which may include lighting and a helicopter platform, fixed to a foundation; and

“the works plans” means the plans certified as the works plans by the Secretary of State for the purposes of this Order divided into three parts and described as the offshore works plans, the intertidal works plans and the onshore works plans.

(2) All distances, directions and lengths referred to in this Order are approximate, save in respect of the parameters referred to in requirements 2 and 4 in Part 3 of Schedule 1 and licence conditions 1 to 5 in Part 2 of each of Schedules 8 to 11 (deemed marine licences), and distances between parts of a work comprised in the authorised development are taken to be measured along that work.

(3) References in this Order to points identified by letters, with or without numbers, are to be construed as references to points so lettered on the works plans.

(4) References in this Order to numbered works, except in Schedules 8 to 11, are references to the scheduled works as numbered in Part 1 of Schedule 1.

(5) Unless otherwise indicated—

(a) all offshore co-ordinates shall be taken to be latitude and longitude degrees, minutes and seconds to three decimal places in WGS84 Datum; and

- (b) all onshore co-ordinates shall be taken to be Eastings and Northings in OSGB36 Datum, British National Grid Projection.

## PART 2

### Principal powers

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

3.—(1) Subject to the provisions of this Order and the requirements, development consent is granted to the following persons in respect of the scheduled works, along with associated development and ancillary works related to those works—

- (a) to Njord Limited to construct, maintain and operate Work No.2;
- (b) to Vi Aura Limited to construct, maintain and operate Work No.3; and
- (c) to Heron Wind Limited to carry out all other works comprising the authorised development,

such development, associated development and ancillary works to be carried out within the Order limits, and Schedule 1 (authorised project) has effect.

(2) Each of the scheduled works must be constructed and maintained within the limits of deviation for that work.

(3) In carrying out any of the scheduled works the undertaker may deviate from the situations shown on the works plans and described in Schedule 1 to the extent of the limits of deviation.

(4) The grant of development consent under paragraph (1)(b) is subject to paragraph 3 of Part 1 of Schedule 1 (Work No. 3 not to be constructed if Work Nos. 1 or 2 include more than 80 wind turbine generators).

- (5) Any reference in this Order to the “undertaker” means Heron Wind Limited except that—
- (a) insofar as relevant to Work No. 2 and related associated development or ancillary works, “undertaker” means Njord Limited;
  - (b) insofar as relevant to Work No.3 and related associated development or ancillary works, “undertaker” means Vi Aura Limited; and
  - (c) “undertaker” means two or more of Heron Wind Limited, Njord Limited or Vi Aura Limited, where this is necessary for the fulfilment of the obligations in this Order.

#### **Maintenance of authorised project**

4. Subject to the other terms of this Order, 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.

#### **Operation of electricity generating stations**

5.—(1) The undertaker is hereby authorised to operate the electricity generating stations comprised in the authorised development.

(2) This article does not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required to authorise the operation of an electricity generating station.

## PART 3

### Streets

#### Street works

6.—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schedule 2 (streets subject to street works) as is within the Order limits and may—

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

(2) In this article “apparatus” has the same meaning as in Part 3 of the 1991 Act.

#### Application of the 1991 Act

7.—(1) The provisions of the 1991 Act mentioned in paragraph (2) which, together with other provisions of that Act, apply in relation to the carrying out of street works and any regulations made or code of practice issued or approved under those provisions apply (with the necessary modifications) in relation to the temporary stopping up, temporary alteration or temporary diversion of a street by the undertaker under the powers conferred by article 8 (temporary stopping up of streets) and the carrying out of works under article 6 (street works) whether or not the stopping up, alteration or diversion, or the carrying out of such works, constitutes street works within the meaning of that Act.

(2) The provisions of the 1991 Act referred to in paragraph (1) are—

- sections 54 (advance notice of certain works) and 55, subject to paragraph (3);
- section 55 (notice of starting date of works), subject to paragraph (3);
- section 57 (notice of emergency works);
- section 59 (general duty of street authority to co-ordinate works);
- section 60 (general duty of undertakers to co-operate);
- section 68 (facilities to be afforded to street authority);
- section 69 (works likely to affect other apparatus in the street);
- section 76 (liability for cost of temporary traffic regulation);
- section 77 (liability for cost of use of alternative route); and

all such provisions as apply for the purposes of the provisions mentioned above.

(3) Sections 54 and 55 of the 1991 Act as applied by paragraph (1) have effect as if references in section 57 of that Act to emergency included a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

#### Temporary stopping up of streets

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

- (a) divert the traffic from the street; and

(b) subject to paragraph (3), prevent all persons from passing along the street.

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

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

(4) Without limitation on the scope of paragraph (1), the undertaker may temporarily stop up, alter or divert the streets specified in columns (1) and (2) of Schedule 3 (streets to be temporarily stopped up) to the extent specified, by reference to the letters and numbers shown on the works plans, in column (3) of that Schedule.

(5) The undertaker must not temporarily stop up, alter, divert or use as a temporary working site—

(a) any street specified as mentioned in paragraph (4) without first consulting the street authority; and

(b) any other street without the consent of the street authority which may attach reasonable conditions to any consent.

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

(7) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph 5(b) that street authority is deemed to have granted consent.

### **Access to works**

**9.**—(1) The undertaker may for the purposes of the authorised project—

(a) form and lay out means of access, or improve existing means of access, in the location specified in columns (1) and (2) of Schedule 4 (access to works); and

(b) with the approval of the local planning authority after consultation with the highway authority, form and lay out such other means of access or improve existing means of access, at such locations within the Order limits, as the undertaker reasonably requires for the purposes of the authorised project.

(2) If the local planning authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (1)(b) that local planning authority shall be deemed to have granted consent.

### **Agreements with street authorities**

**10.** A street authority and the undertaker may enter into agreements with respect to—

(a) the construction of any new street authorised by this Order; or

(b) the carrying out in the street of any of the works referred to in article 6(1) (street works).

(c) Such an agreement may, without prejudice to the generality of paragraph (1)—

(d) make provision for the street authority to carry out any function under this Order which relates to the street in question;

(e) include an agreement between the undertaker and street authority specifying a reasonable time for the completion of the works; and

(f) contain such terms as to payment and otherwise as the parties consider appropriate.



## Highway improvements

**11.**—(1) The undertaker may carry out highway improvements to the plot marked 106 on the land plans.

(2) The highway improvements should be carried out in accordance with plans approved by the relevant highway authority, such approval not to be unreasonably withheld.

(3) If the relevant highway authority fails to notify the undertaker of its decision on whether to give approval within 28 days of receiving plans for approval that highway authority is deemed to have given approval.

## PART 4

### Supplemental powers

#### Discharge of water

**12.**—(1) The undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits and subject to receipt of consent under paragraph (3), make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker under paragraph (1) is to be determined as if it were a dispute under section 106 of the Water Industry Act 1991<sup>(14)</sup> (right to communicate with public sewers).

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

(4) The undertaker must not make any opening into any public sewer or drain except—

(a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and

(b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker must not, in carrying out or maintaining works pursuant to this article, damage or interfere with the bed or banks of any watercourse forming part of a main river.

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

(7) Nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) of the Environmental Permitting (England and Wales) Regulations 2010<sup>(15)</sup>.

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

(9) In this article—

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<sup>(14)</sup> 1991 c.56. Section 106 was amended by sections 36(2) and 99 of the Water Act 2003 (c.37). There are other amendments to this section which are not relevant to this Order.

<sup>(15)</sup> S.I. 2010/675.

- (a) “public sewer or drain” means a sewer or drain which belongs to the Environment Agency, a harbour authority within the meaning of section 57 of the Harbours Act 1964<sup>(16)</sup> (interpretation), an internal drainage board, a local authority, or a sewerage undertaker; and
- (b) other expressions, excluding “watercourse”, used both in this article and in the Environmental Permitting (England and Wales) Regulations 2010 have the same meaning as in those regulations.

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

**13.**—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits and—

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

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

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

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

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

- (a) in land located within the highway boundary without the consent of the highway authority; or
- (b) in a private street without the consent of the street authority,

but such consent must not be unreasonably withheld.

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

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

- (a) under paragraph (4)(a) in the case of a highway authority; or
- (b) under paragraph (4)(b) in the case of a street authority,

that authority is deemed to have granted consent.

<sup>(16)</sup> 1964 c.40. Paragraph 9B was inserted into Schedule 2 by the Transport and Works Act 1992 (c.42), section 63(1) and Schedule 3, paragraph 9(1) and (5). There are other amendments to the 1964 Act which are not relevant to this Order.

## PART 5

### Powers of acquisition etc.

#### **Guarantees in respect of payment of compensation**

**14.**—(1) The undertaker must not begin to exercise the powers in articles 15 to 25 of this Order in relation to any land unless it has first put in place either—

- (a) a guarantee in respect of the liabilities of the undertaker to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land; or
- (b) an alternative form of security for that purpose which has been approved by the Secretary of State.

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

(3) The guarantee or alternative form of security is to be in place for a maximum of 20 years from the date on which relevant power is exercised.

#### **Compulsory acquisition of land**

**15.** The undertaker may acquire compulsorily so much of the Order land shown numbered 404 on the land plans as is required for the authorised project or to facilitate, or is incidental, to it.

#### **Compulsory acquisition of rights**

**16.**—(1) In the case of the Order land specified in column (1) of Schedule 5 (land in which new rights etc., may be acquired) the undertaker may acquire compulsorily such new rights by creating them as may be required for the purpose specified in relation to that land in column (2) of that Schedule.

(2) Subject to section 8 of the 1965 Act (as substituted by paragraph 5 of Schedule 6 (modification of compensation and compulsory purchase enactments for creation of new rights)), where the undertaker acquires a right over land the undertaker is not required to acquire a greater interest in that land.

(3) Schedule 6 has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right.

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

(5) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (4) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

(6) Any person who suffers loss as a result of the extinguishment or suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

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

17.—(1) After the end of the period of five years beginning on the day on which this Order is made—

- (a) no notice to treat is to be served under Part 1 of the 1965 Act; and
- (b) no declaration is to be executed under section 4 of the 1981 Act as applied by article 19 (application of the Compulsory Purchase (Vesting Declarations) Act 1981)(17).

(2) The authority conferred by article 23 (temporary use of land for carrying out the authorised project) ceases at the end of the period referred to in paragraph (1), save that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

**Private rights**

18.—(1) Subject to the provisions of this article, all private rights over land subject to compulsory acquisition under article 15 (compulsory acquisition of land) are extinguished—

- (a) as from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry),

whichever is the earliest.

(2) Subject to the provisions of this article, all private rights over land subject to the compulsory acquisition of rights under article 16 (compulsory acquisition of rights) are extinguished in so far as their continuance would be inconsistent with the exercise of the right—

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

whichever is the earliest.

(3) Subject to the provisions of this article, all private rights over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable for as long as the undertaker remains in lawful possession of the land.

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

(5) This article does not apply in relation to any right to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 25 (statutory undertakers) applies.

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

- (a) any notice given by the undertaker before—
  - (i) the completion of the acquisition of the land or the acquisition of rights,
  - (ii) the undertaker's appropriation of it,
  - (iii) the undertaker's entry onto it, or

(17) 1981 c.66. Sections 2 and 116 were amended by section 4 of, and paragraph 52 of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c.11). There are other amendments to the 1981 Act which are not relevant to this Order.

- (iv) the undertaker's taking temporary possession of it,
  - (v) that any or all of those paragraphs do not apply to any right specified in the notice;  
and
  - (b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.
- (7) If any such agreement as is referred to in paragraph (6)(b)—
- (a) is made with a person in or to whom the right is vested or belongs; and
  - (b) is expressed to have effect also for the benefit of those deriving title from or under that person,

it is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

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

### **Application of the Compulsory Purchase (Vesting Declarations) Act 1981**

- 19.—(1) The 1981 Act applies as if this Order were a compulsory purchase order.
- (2) The 1981 Act, as applied by paragraph (1), has effect with the following modifications.
- (3) In section 3 (preliminary notices), for subsection (1) there is substituted—
- “(1) Before making a declaration under section 4 with respect to any land which is subject to a compulsory purchase order, the acquiring authority must include the particulars specified in subsection (3) in a notice which is—
  - (a) given to every person with a relevant interest in the land with respect to which the declaration is to be made (other than a mortgagee who is not in possession); and
  - (b) published in a local newspaper circulating in the area in which the land is situated.
- (4) In that section, in subsection (2), for “(1)(b)” there is substituted “(1)” and after “given” there is inserted “and published”.
- (5) In that section, for subsections (5) and (6) there is substituted—
- “(5) For the purposes of this section, a person has a relevant interest in land if—
  - (a) that person is for the time being entitled to dispose of the fee simple of the land, whether in possession or in reversion; or
  - (b) that person holds, or is entitled to the rents and profits of, the land under a lease or agreement, the unexpired term of which exceeds one month.”
- (6) In section 5 (earliest date for execution of declaration)—
- (a) in subsection (1), after “publication” there is inserted “in a local newspaper circulating in the area in which the land is situated”; and
  - (b) subsection (2) is omitted.
- (7) In section 7 (constructive notice to treat), in subsection (1)(a), the words “(as modified by section 4 of the Acquisition of Land Act 1981)” are omitted.
- (8) References to the 1965 Act in the 1981 Act are construed as references to that Act as applied by section 125 of the 2008 Act to the compulsory acquisition of land under this Order.

**Acquisition of subsoil or airspace only**

**20.**—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of, or the airspace over, the land referred to in article 15 (compulsory acquisition of land) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

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

(3) Paragraph (2) does not prevent article 21 (acquisition of part of certain properties) from applying where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

**Acquisition of part of certain properties**

**21.**—(1) This article applies instead of section 8(1) of the 1965 Act (other provisions as to divided land) (as applied by section 125 of the 2008 Act) where—

- (a) a notice to treat is served on a person (“the owner”) under the 1965 Act (as so applied) in respect of land forming only part of a house, building or manufactory or of land consisting of a house with a park or garden (“the land subject to the notice to treat”); and
- (b) a copy of this article is served on the owner with the notice to treat.

(2) In such a case, the owner may, within the period of 21 days beginning with the day on which the notice was served, serve on the undertaker a counter-notice objecting to the sale of the land subject to the notice to treat which states that the owner is willing and able to sell the whole (“the land subject to the counter-notice”).

(3) If no such counter-notice is served within that period, the owner must sell the land subject to the notice to treat.

(4) If such a counter-notice is served within that period, the question whether the owner must sell only the land subject to the notice to treat is, unless the undertaker agrees to take the land subject to the counter-notice, to be referred to the tribunal.

(5) If on such a reference the tribunal determines that the land subject to the notice to treat can be taken—

- (a) without material detriment to the remainder of the land subject to the counter-notice; or
- (b) where the land subject to the notice to treat consists of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the owner must sell the land subject to the notice to treat.

(6) If on such a reference the tribunal determines that only part of the land subject to the notice to treat can be taken—

- (a) without material detriment to the remainder of the land subject to the counter-notice; or
- (b) where the land subject to the notice to treat consists of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the notice to treat is deemed to be a notice to treat for that part.

(7) If on such a reference the tribunal determines that—

- (a) the land subject to the notice to treat cannot be taken without material detriment to the remainder of the land subject to the counter-notice; but
- (b) the material detriment is confined to a part of the land subject to the counter-notice,

the notice to treat is deemed to be a notice to treat for the land to which the material detriment is confined in addition to the land already subject to the notice, whether or not the additional land is land which the undertaker is authorised to acquire compulsorily under this Order.

(8) If the undertaker agrees to take the land subject to the counter-notice, or if the tribunal determines that—

- (a) none of the land subject to the notice to treat can be taken without material detriment to the remainder of the land subject to the counter-notice or, as the case may be, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house; and

(b) the material detriment is not confined to a part of the land subject to the counter-notice, the notice to treat is deemed to be a notice to treat for the land subject to the counter-notice whether or not the whole of that land is land which the undertaker is authorised to acquire compulsorily under this Order.

(9) Where, by reason of a determination by the tribunal under this article, a notice to treat is deemed to be a notice to treat for less land or more land than that specified in the notice, the undertaker may, within the period of six weeks beginning with the day on which the determination is made, withdraw the notice to treat; and, in that event, must pay the owner compensation for any loss or expense occasioned to the owner by the giving and withdrawal of the notice, to be determined in case of dispute by the tribunal.

(10) Where the owner is required under this article to sell only part of a house, building or manufactory or of land consisting of a house with a park or garden, the undertaker must pay the owner compensation for any loss sustained by the owner due to the severance of that part in addition to the value of the interest acquired.

### **Rights under or over streets**

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

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

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

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

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

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

### **Temporary use of land for carrying out the authorised project**

**23.**—(1) The undertaker may, in connection with the carrying out of the authorised project—

- (a) enter on and take temporary possession of—

- (i) the Order land specified in columns (1) and (2) of Part 1 of Schedule 7 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (3) of that Schedule relating to the part of the authorised project specified in column (4) of that Schedule;
  - (ii) any of the land referred to in article 15 (compulsory acquisition of land) and Schedule 5 (land in which only new rights etc. may be acquired) in respect of which no notice of entry has been served under section 11 of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 of the 1981 Act;
- (b) remove any buildings and vegetation from that land;
  - (c) construct temporary works (including the provision of means of access) and buildings on that land; and
  - (d) construct or carry out any works or operations specified in relation to that land in column (3) of Part 1 of Schedule 7, or any other mitigation works or operations (including land drainage restoration works).
- (2) The undertaker may, for the purpose of obtaining access to construct the authorised project—
- (a) make temporary use, in common with other persons enjoying rights over that land, of access routes over the land specified in Part 2 of Schedule 7; and
  - (b) carry out any necessary works to improve those access routes (and for that purpose only take temporary possession of the area in which the work is to be carried out for the duration of that work).
- (3) Not less than 14 days before entering on and taking temporary possession of or using land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.
- (4) The undertaker may not, without the agreement of the owners of the land, remain in possession of any land under this article—
- (a) in the case of land specified in paragraph (1)(a)(i), after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (4) of Part 1 of Schedule 7;
  - (b) in the case of land referred to in paragraph (1)(a)(ii), after the end of the period of one year beginning with the date of completion of the work for which temporary possession of this land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act.
- (5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—
- (a) replace a building removed under this article; or
  - (b) restore the land on which any works have been constructed under paragraph (1)(d).
- (6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article.
- (7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, is to be determined under Part 1 of the 1961 Act.
- (8) Nothing in this article affects any liability to pay compensation under section 10(2) of the 1965 Act (further provisions as to compensation for injurious affection) or under any other enactment in



respect of loss or damage arising from the carrying out of the authorised project, other than loss or damage for which compensation is payable under paragraph (6).

(9) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i) except that the undertaker is not precluded from—

- (a) acquiring new rights over any part of that land under article 16 (compulsory acquisition of rights); or
- (b) acquiring any part of the subsoil (or rights in the subsoil) of that land under article 20 (acquisition of subsoil or airspace only).

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

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

#### **Temporary use of land for maintaining authorised project**

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

- (a) enter on and take temporary possession of any land referred to in paragraph (1) of article 23 (temporary use of land for carrying out the authorised project) if such possession is reasonably required for the purpose of maintaining the authorised project; and
- (b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

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

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

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

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

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

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

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

(8) Nothing in this article affects any liability to pay compensation under section 10(2) of the 1965 Act (further provisions as to compensation for injurious affection) or under any other enactment in respect of loss or damage arising from the maintenance of the authorised project, other than loss or damage for which compensation is payable under paragraph (6).

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

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

(11) In this article “the maintenance period”, in relation to any part of the authorised project, means the period of five years beginning with the date on which that part of the authorised project is first energised.

### **Statutory undertakers**

- 25.** Subject to the provisions of Schedule 12 (Protective Provisions), the undertaker may—
- (a) exercise the powers conferred by articles 15 (compulsory acquisition of land) and 16 (compulsory acquisition of rights) in relation to so much of any land referred to in those articles as belongs to statutory undertakers;
  - (b) extinguish the rights of, remove or reposition the apparatus belonging to statutory undertakers over or within the Order land referred to in those articles.

### **Recovery of costs of new connections**

**26.—(1)** Where any apparatus of public utility undertakers or of a public communications provider is removed under article 25 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer, but where such a sewer is removed under article 25 any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) In this article—

- (a) “public communications provider” has the same meaning as in section 151(1) of the Communications Act 2003<sup>(18)</sup>; and
- (b) “public utility undertaker” has the same meaning as in the 1980 Act.

## **PART 6**

### **Operations**

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

**27.—(1)** The undertaker may fell or lop any tree or shrub within or overhanging land within the Order limits or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used with the authorised project.

<sup>(18)</sup> 2003 c.21.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must not cause unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) The undertaker may remove any hedgerows within the Order limits that may be required for the purposes of the carrying out of the authorised development.

(4) The undertaker is not required to comply with the requirements of regulation 5 of the Hedgerow Regulations 1997<sup>(19)</sup> in exercising the powers of paragraph (3) and it is not guilty of an offence under regulation 7(1) of those Regulations if it does so.

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

(6) In this article "hedgerow" has the same meaning as in the Hedgerow Regulations 1997.

### **Trees subject to tree preservation orders**

**28.**—(1) The undertaker may lop any tree within or overhanging land within the Order limits where that tree is subject to a tree preservation order which was made after 31st January 2013.

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

(a) the undertaker must not cause unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity; and

(b) the duty contained in section 206(1) of the 1990 Act (replacement of trees) does not apply.

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

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

## **PART 7**

### **Miscellaneous and general**

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

**29.** Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).

#### **Disapplication of legislative provisions**

**30.** The following provisions do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project—

(a) section 109 of the Water Resources Act 1991<sup>(20)</sup>;

(b) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 to the Water Resources Act 1991, which require consent or approval for the carrying out of the works;

(c) section 23 of the Land Drainage Act 1991<sup>(21)</sup>;

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<sup>(19)</sup> S.I. 1997/1160.

<sup>(20)</sup> 1991 c.57.

<sup>(21)</sup> 1991 c.59.

- (d) the provisions of any byelaws made under section 66 of the Land Drainage Act 1991 which require consent or approval for the carrying out of the works.

### **Defence to proceedings in respect of statutory nuisance**

**31.**—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990<sup>(22)</sup> (summary proceedings by person aggrieved by statutory nuisance) in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance) no order is to be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) the defendant shows that the nuisance—
- (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project and that the nuisance is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction site), or a consent given under section 61 (prior consent for work on construction site) or 65 (noise exceeding registered level), of the Control of Pollution Act 1974<sup>(23)</sup>; or
  - (ii) is a consequence of the construction or maintenance of the authorised project and that it cannot reasonably be avoided; or
- (b) the defendant shows that the nuisance is a consequence of the use of the authorised project and that it cannot reasonably be avoided.

(2) Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974 and section 65(8) of that Act (corresponding provision in relation to consent for registered noise level to be exceeded), do not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project.

### **Procedure in relation to approvals etc under requirements**

**32.** Where an application is made to the relevant planning authority or authorities for any consent, agreement or approval required by a requirement, the following provisions apply, so far as they relate to a consent, agreement or approval of a local planning authority required by a condition imposed on a grant of planning permission as if the requirement was a condition imposed on the grant of planning permission—

- (a) sections 78 and 79 of the 1990 Act (right of appeal in relation to planning decisions);
- (b) any orders, rules or regulations which make provision in relation to appeals under section 78 of the 1990 Act,

insofar as those provisions are not inconsistent with the Infrastructure Planning (Environmental Impact Assessment Regulations) 2009<sup>(24)</sup> and any orders, rules or regulations made under the 2008 Act.

### **Abatement of offshore works abandoned or decayed**

**33.**—(1) Where the authorised development constructed seaward of MHWS or any part of it is abandoned or suffered to fall into decay the Secretary of State may, following consultation with

<sup>(22)</sup> 1990 c.43. There are amendments to this Act which are not relevant to this Order.

<sup>(23)</sup> 1974 c.40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the [Environmental Protection Act 1990](#), c.25. There are other amendments to the 1974 Act which are not relevant to this Order.

<sup>(24)</sup> S.I. 2009/2263, as amended by S.I. 20011/2741, S.I. 2012/635, and S.I. 2012/787.

the undertaker, by notice in writing require the undertaker at its own expense either to repair and restore the authorised development or any part, or to remove the authorised development and restore the site to its former condition, to such an extent and within such limits as the Secretary of State thinks proper.

(2) In circumstances where the undertaker is required to remove the authorised development, without prejudice to any notice served under section 105(2) of the 2004 Act, the notice may also require the restoration of the site of the relevant part of the authorised development to a safe and proper condition within an area and to such an extent as may be specified in the notice.

(3) If the undertaker fails to comply in any respect with a notice served under this article within the period of 30 days beginning with the date of service of the notice, the Secretary of State may take whatever steps the Secretary of State considers appropriate to achieve the result required by the notice; and any expenditure incurred by the Secretary of State in doing so is recoverable from the undertaker.

### **Transfer of benefit of Order**

**34.**—(1) The undertaker with the consent of the Secretary of State may—

- (a) transfer to another person (the “transferee”) any or all of their benefit of the provisions of this Order (including the deemed marine licences) and such related statutory rights as may be agreed between the undertaker and the transferee; or
- (b) grant to another person (the “lessee”) for a period agreed between the undertaker and the lessee any or all of their benefit of the provisions of this Order (including the deemed marine licences) and such related statutory rights as may be so agreed.

(2) Where the consent of the Secretary of State is required under paragraph (1), the Secretary of State must consult the MMO prior to granting consent if such transfer or grant relates to the exercise of powers within the MMO’s jurisdiction.

(3) Where a transfer or grant has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (4), includes references to the transferee or the lessee.

(4) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (1) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(5) The consent of the Secretary of State is not required for a transfer or grant for an agreed period of the benefit of any of the provisions (and any related statutory rights) relating to Works Nos. 1, 2 or 3 from one undertaker to another or of any of the provisions (and any related statutory rights) relating to Works Nos. 4 to 12 to another body licensed under section 6 of the 1989 Act.

(6) Prior to any transfer or grant under this article taking effect the undertaker must give notice in writing to the Secretary of State and to the MMO, and if such transfer or grant relates to the exercise of powers in their area, to the local planning authority, stating—

- (a) the name and contact details of the person to whom the benefit of the powers will be transferred or granted;
- (b) subject to paragraph (7), the date on which the transfer will take effect;
- (c) the powers to be transferred or granted;
- (d) pursuant to paragraph (4), the restrictions, liabilities and obligations that will apply to the person exercising the powers transferred or granted;
- (e) where relevant, a plan showing the works or areas to which the transfer or grant relates; and
- (f) 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.

(7) The date specified under (6)(b) must not be earlier than the expiry of five days from the date of the receipt of the notice.

(8) The notice given under paragraph (6) 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.

### **Deemed marine licences under the Marine and Coastal Access Act 2009**

**35.** The person who is the licence-holder for the purpose of each of Schedules 8 to 11 is deemed to be granted under Part 4 of the 2009 Act the deemed marine licence set out in the relevant Schedule, subject to the licence conditions set out in Part 2 of that Schedule.

### **Disapplication of constraints on works in the Humber**

**36.** The following provisions do not apply to the authorised project—

- (a) section 25 of the Humber Conservancy Act 1852<sup>(25)</sup>;
- (b) section 9(ii) (licences for execution of works) of the Humber Conservancy Act 1899<sup>(26)</sup>; and
- (c) section 6(2) (no erections in the Humber below river lines or without licence above river lines) of the Humber Conservancy Act 1905<sup>(27)</sup>.

### **Saving for Trinity House**

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

### **Crown Rights**

**38.—**(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any licensee—

- (a) 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)—
  - (i) belonging to Her Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;
  - (ii) belonging to Her Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the Government Department having the management of that land; or
  - (iii) belonging to a Government Department or held in trust for Her Majesty for the purposes of a Government Department without the consent in writing of that Government Department; or
- (b) to exercise any right under this Order compulsorily to acquire an interest in any land which is Crown Land which is for the time being held otherwise than by or on behalf of the Crown without the consent in writing of the appropriate Crown authority.

(2) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions.

<sup>(25)</sup> 1852 c. xxx.

<sup>(26)</sup> 1899 c. cci.

<sup>(27)</sup> 1905 c. clxxix.

### **Certification of plans etc**

**39.**—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—

- (a) the land plans;
- (b) the offshore works plans, intertidal works plans and the onshore works plans;
- (c) the book of reference;
- (d) the environmental statement; and
- (e) any other plans or documents referred to in this Order,

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.

### **Protection of Interests**

**40.** Schedule 12 (Protective provisions) has effect.

### **Arbitration**

**41.** Any difference under any provision of this Order, unless otherwise provided for, is to be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on application of either party (after giving notice in writing to the other) by the Secretary of State.

Signed by authority of the Secretary of State for Energy and Climate Change

10th December 2014

*Giles Scott*  
Head of National Infrastructure Consents  
Department of Energy and Climate Change

## SCHEDULES

### SCHEDULE 1

Article 3

#### Authorised Project

### PART 1

#### Authorised development

1. The authorised development comprises the nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act which is described in paragraphs 2 to 4, and the associated development within the meaning of section 115(2) of the 2008 Act described in paragraphs 5 and 6.

2. The nationally significant infrastructure project comprises two or, subject to paragraph 3, three offshore wind generating stations with a combined gross electrical output capacity of up to 1,200 MW as follows—

*Work No. 1* — an offshore wind generating station within Wind Farm Area 1, whose coordinates constitute the limits of deviation for Work No.1 and are specified in Table 1, comprising—

- (a) up to 80 or, if no part of Work No. 3 is constructed, up to 120 wind turbine generators fixed to the seabed;
- (b) a network of subsea inter-array electrical circuits connecting the structures comprised in Work No. 1—
  - (i) with each other;
  - (ii) with any other structure located within Wind Farm Area 1; and
  - (iii) (for the purpose of connecting any structure comprised in Work No. 1 with any structure comprised in Works Nos. 2, 3 and 4) with the network of electrical circuits comprised in Works Nos. 2, 3 and 4;
- (c) subject to paragraph 4, an offshore accommodation platform fixed to the seabed which may be connected to one of the offshore HVAC collector substations or offshore HVDC converter stations within Work No. 4 by an unsupported steel bridge.

**Table 1: Co-ordinates for Wind Farm Area 1 (limits of deviation for Work No. 1)**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 58' 42.179" N	1° 44' 31.880" E
2	53° 55' 46.445" N	1° 47' 47.796" E
3	53° 56' 22.870" N	1° 51' 57.409" E
4	53° 55' 31.318" N	1° 52' 54.282" E
5	53° 49' 58.944" N	1° 58' 59.804" E
6	53° 50' 5.118" N	1° 38' 58.430" E



<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
7	53° 55' 9.293" N	1° 39' 52.024" E
8	53° 56' 3.228" N	1° 41' 0.143" E
9	53° 56' 29.670" N	1° 43' 45.592" E
10	53° 58' 17.828" N	1° 41' 46.795" E

*Work No. 2*— an offshore wind generating station within Wind Farm Area 2, whose coordinates constitute the limits of deviation for Work No.2 and are specified in Table 2, comprising—

- (a) up to 80 or, if no part of Work No. 3 is constructed, up to 120 wind turbine generators fixed to the seabed;
- (b) a network of subsea inter-array electrical circuits connecting the structures comprised in Work No. 2—
  - (i) with each other;
  - (ii) with any other structure located within Wind Farm Area 2; and
  - (iii) (for the purpose of connecting any structure comprised in Work No. 2 with any structure comprised in Works Nos. 1, 3 and 4) with the network of electrical circuits comprised in Works No. 1, 3 and 4.
- (c) subject to paragraph 4, an offshore accommodation platform fixed to the seabed which may be connected to one of the offshore HVAC collector substations or offshore HVDC converter stations within Work No. 4 by an unsupported steel bridge.

**Table 2: Co-ordinates for Wind Farm Area 2 (limits of deviation for Work No. 2)**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 55' 31.318" N	1° 52' 54.282" E
2	53° 55' 37.592" N	1° 53' 38.108" E
3	53° 55' 23.329" N	1° 55' 20.262" E
4	53° 55' 8.162" N	1° 56' 10.619" E
5	53° 55' 35.429" N	1° 59' 20.944" E
6	53° 55' 2.525" N	1° 59' 45.776" E
7	53° 55' 22.663" N	2° 2' 14.219" E
8	53° 56' 16.303" N	2° 1' 15.269" E
9	53° 56' 46.586" N	2° 5' 4.031" E
10	53° 57' 12.481" N	2° 4' 32.376" E
11	53° 57' 24.509" N	2° 6' 6.700" E
12	53° 50' 10.018" N	2° 13' 57.158" E
13	53° 49' 14.297" N	2° 11' 36.820" E
14	53° 49' 58.584" N	1° 59' 54.762" E
15	53° 49' 58.944" N	1° 58' 59.804" E

*Work No. 3*— an offshore wind generating station within Wind Farm Area 3, whose coordinates constitute the limits of deviation for Work. No. 3 and are specified in Table 3, comprising—

**Status:** This is the original version (as it was originally made).

- (a) up to 80 wind turbine generators fixed to the seabed;
- (b) a network of subsea inter-array electrical circuits connecting the structures comprised in Work No. 3—
  - (i) with each other;
  - (ii) within any other structure located within Wind Farm Area 3; and
  - (iii) (for the purpose of connecting any structure comprised in Work No. 3 with any structure comprised in Works Nos. 1, 2 and 4) with the network of electrical circuits comprised in Works Nos. 1, 2 and 4;
- (c) subject to paragraph 4, an offshore accommodation platform fixed to the seabed which may be connected to one of the offshore HVAC collector substations or offshore HVDC converter stations within Work No. 4 by an unsupported steel bridge.

**Table 3: Co-ordinates for Wind Farm Area 3 (limits of deviation for Work No. 3)**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 55' 46.445" N	1° 47' 47.796" E
2	53° 56' 22.870" N	1° 51' 57.409" E
3	53° 55' 31.318" N	1° 52' 54.282" E
4	53° 55' 37.592" N	1° 53' 38.108" E
5	53° 55' 23.329" N	1° 55' 20.262" E
6	53° 55' 8.162" N	1° 56' 10.619" E
7	53° 55' 27.264" N	1° 58' 23.884" E
8	53° 55' 20.760" N	1° 58' 30.994" E
9	53° 49' 44.770" N	2° 4' 37.254" E
10	53° 49' 40.620" N	2° 4' 41.765" E
11	53° 49' 58.584" N	1° 59' 54.762" E
12	53° 49' 58.944" N	1° 58' 59.804" E
13	53° 50' 0.845" N	1° 53' 51.856" E
14	53° 50' 1.222" N	1° 53' 51.441" E
15	53° 55' 44.123" N	1° 47' 31.921" E

**3.** Work No. 3 may not be constructed, in whole or part, if either Works Nos. 1 or 2 are constructed so as to include more than 80 wind turbine generators.

**4.** The combined total of offshore accommodation platforms constructed in whole or in part within Works Nos. 1, 2 and 3 must not exceed 2.

**5.** The associated development comprises the following scheduled works and the works specified in paragraph 6—

**Offshore works**

*Work No. 4* — up to five offshore HVAC collector substations and, in the event that the mode of transmission is HVDC, up to 2 offshore HVDC converter stations together with

a network of electrical circuits connecting the structures within Work No. 4, the limits of deviation for which are specified in Table 4.

**Table 4: Limits of deviation for Work No. 4**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 58' 42.179" N	1° 44' 31.880" E
2	53° 55' 46.445" N	1° 47' 47.796" E
3	53° 56' 22.870" N	1° 51' 57.409" E
4	53° 55' 31.318" N	1° 52' 54.282" E
5	53° 55' 37.592" N	1° 53' 38.108" E
6	53° 55' 23.329" N	1° 55' 20.262" E
7	53° 55' 8.162" N	1° 56' 10.619" E
8	53° 55' 35.429" N	1° 59' 20.944" E
9	53° 55' 2.525" N	1° 59' 45.776" E
10	53° 55' 22.663" N	2° 2' 14.219" E
11	53° 56' 16.303" N	2° 1' 15.269" E
12	53° 56' 46.586" N	2° 5' 4.031" E
13	53° 57' 12.481" N	2° 4' 32.376" E
14	53° 57' 24.509" N	2° 6' 6.700" E
15	53° 50' 10.018" N	2° 13' 57.158" E
16	53° 49' 14.297" N	2° 11' 36.820" E
17	53° 49' 58.584" N	1° 59' 54.762" E
18	53° 49' 58.944" N	1° 58' 59.804" E
19	53° 50' 5.118" N	1° 38' 58.430" E
20	53° 55' 9.293" N	1° 39' 52.024" E
21	53° 56' 3.228" N	1° 41' 0.143" E
22	53° 56' 29.670" N	1° 43' 45.592" E
23	53° 58' 17.828" N	1° 41' 46.795" E

*Work No. 5* — in the event that the mode of transmission is HVAC, an offshore reactive compensation substation fixed to the seabed at latitude point 53° 37' 39.284" N and longitude point 0° 56' 9.841" E subject to deviation within the limits of deviation specified in Table 5.

**Table 5: Limits of deviation for Work No. 5**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 37' 47.368" N	0° 56' 9.446" E
2	53° 37' 47.217" N	0° 56' 12.482" E

**Status:** This is the original version (as it was originally made).

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
3	53° 37' 46.669" N	0° 56' 15.386" E
4	53° 37' 45.750" N	0° 56' 18.012" E
5	53° 37' 44.507" N	0° 56' 20.228" E
6	53° 37' 43.002" N	0° 56' 21.923" E
7	53° 37' 41.311" N	0° 56' 23.012" E
8	53° 37' 39.518" N	0° 56' 23.440" E
9	53° 37' 37.713" N	0° 56' 23.187" E
10	53° 37' 35.987" N	0° 56' 22.264" E
11	53° 37' 34.426" N	0° 56' 20.719" E
12	53° 37' 33.109" N	0° 56' 18.628" E
13	53° 37' 32.101" N	0° 56' 16.096" E
14	53° 37' 31.454" N	0° 56' 13.251" E
15	53° 37' 31.199" N	0° 56' 10.235" E
16	53° 37' 31.349" N	0° 56' 7.199" E
17	53° 37' 31.898" N	0° 56' 4.295" E
18	53° 37' 32.816" N	0° 56' 1.670" E
19	53° 37' 34.059" N	0° 55' 59.454" E
20	53° 37' 35.564" N	0° 55' 57.759" E
21	53° 37' 37.255" N	0° 55' 56.669" E
22	53° 37' 39.048" N	0° 55' 56.240" E
23	53° 37' 40.853" N	0° 55' 56.493" E
24	53° 37' 42.579" N	0° 55' 57.416" E
25	53° 37' 44.140" N	0° 55' 58.961" E
26	53° 37' 45.458" N	0° 56' 1.052" E
27	53° 37' 46.465" N	0° 56' 3.584" E
28	53° 37' 47.113" N	0° 56' 6.429" E

*Work No. 6* — a marine connection to the shore, including cable and pipeline crossing works which—

- (a) if the mode of transmission is HVAC, consists of up to four subsea electrical circuits proceeding from the offshore HVAC collector substations in Wind Farm Areas 1, 2 and 3 via and connecting with the offshore reactive compensation substation comprised in Work No. 5; or
- (b) if the mode of transmission is HVDC, consists of two subsea electrical circuits proceeding from the offshore HVDC converter station or stations within Wind Farm Areas 1, 2 and 3,
- (c) and in either case terminates at the commencement of Work No. 7.

The limits of deviation for Work No. 6 are those specified in the offshore works plans, with the principal co-ordinates for the marine export cable area identified in Table 6.

**Table 6: Limits of deviation for the marine export cable area**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 58' 42.179" N	1° 44' 31.880" E
2	53° 55' 46.445" N	1° 47' 47.796" E
3	53° 56' 22.870" N	1° 51' 57.409" E
4	53° 55' 31.318" N	1° 52' 54.282" E
5	53° 55' 37.592" N	1° 53' 38.108" E
6	53° 55' 23.329" N	1° 55' 20.262" E
7	53° 55' 8.162" N	1° 56' 10.619" E
8	53° 55' 35.429" N	1° 59' 20.944" E
9	53° 55' 2.525" N	1° 59' 45.776" E
10	53° 55' 22.663" N	2° 2' 14.219" E
11	53° 56' 16.303" N	2° 1' 15.269" E
12	53° 56' 46.586" N	2° 5' 4.031" E
13	53° 57' 12.481" N	2° 4' 32.376" E
14	53° 57' 24.509" N	2° 6' 6.700" E
15	53° 50' 10.018" N	2° 13' 57.158" E
16	53° 49' 14.297" N	2° 11' 36.820" E
18	53° 48' 24.484" N	2° 10' 40.243" E
19	53° 48' 17.722" N	2° 7' 38.708" E
22	53° 48' 51.983" N	2° 0' 20.504" E
24	53° 48' 48.527" N	1° 56' 7.168" E
27	53° 48' 10.932" N	1° 53' 5.208" E
30	53° 47' 39.535" N	1° 46' 16.691" E
33	53° 46' 9.387" N	1° 38' 58.729" E
37	53° 46' 4.677" N	1° 37' 22.711" E
39	53° 44' 47.813" N	1° 28' 38.495" E
44	53° 44' 47.743" N	1° 27' 26.607" E
46	53° 44' 36.477" N	1° 25' 23.743" E
153	53° 42' 30.629" N	1° 15' 58.654" E
164	53° 42' 28.182" N	1° 14' 34.895" E
276	53° 39' 35.134" N	1° 6' 29.785" E

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<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
328	53° 38' 17.582" N	1° 2' 16.928" E
459	53° 36' 54.624" N	0° 51' 31.062" E
461	53° 36' 15.738" N	0° 48' 52.425" E
525	53° 35' 21.166" N	0° 43' 44.242" E
527	53° 31' 50.425" N	0° 40' 55.898" E
528	53° 31' 38.281" N	0° 40' 8.340" E
533	53° 28' 36.676" N	0° 20' 3.846" E
544	53° 31' 43.122" N	0° 12' 21.707" E
545	53° 30' 57.432" N	0° 5' 59.890" E
546	53° 30' 35.438" N	0° 5' 23.202" E
547	53° 30' 42.212" N	0° 5' 9.948" E
549	53° 31' 36.033" N	0° 6' 10.831" E
588	53° 32' 16.976" N	0° 12' 37.072" E
771	53° 29' 11.523" N	0° 20' 5.981" E
1009	53° 31' 28.589" N	0° 35' 44.348" E
1010	53° 32' 0.855" N	0° 37' 42.781" E
1011	53° 32' 17.793" N	0° 39' 31.883" E
1012	53° 32' 35.749" N	0° 39' 45.737" E
1013	53° 33' 8.117" N	0° 39' 47.665" E
1014	53° 34' 28.861" N	0° 41' 27.396" E
1015	53° 35' 42.522" N	0° 42' 37.802" E
1018	53° 36' 25.571" N	0° 43' 54.129" E
1089	53° 37' 2.569" N	0° 47' 31.846" E
1091	53° 37' 30.986" N	0° 49' 14.023" E
1094	53° 37' 29.991" N	0° 51' 27.606" E
1095	53° 37' 36.904" N	0° 52' 22.841" E
1119	53° 38' 45.654" N	0° 57' 1.237" E
1151	53° 39' 16.652" N	1° 1' 1.016" E
1157	53° 39' 42.566" N	1° 1' 40.167" E
1163	53° 41' 20.037" N	1° 6' 45.836" E
1165	53° 42' 59.843" N	1° 14' 18.127" E
1172	53° 43' 0.151" N	1° 15' 37.960" E
1173	53° 45' 6.659" N	1° 25' 3.239" E

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1174	53° 45' 19.169" N	1° 27' 18.352" E
1189	53° 45' 20.249" N	1° 28' 32.601" E
1256	53° 46' 36.946" N	1° 36' 57.722" E
1270	53° 46' 40.338" N	1° 38' 22.735" E
1272	53° 50' 5.118" N	1° 38' 58.430" E
1273	53° 55' 9.293" N	1° 39' 52.024" E
1274	53° 56' 3.228" N	1° 41' 0.143" E
1275	53° 56' 29.670" N	1° 43' 45.592" E
1276	53° 58' 17.828" N	1° 41' 46.795" E

*Work No. 7* — a foreshore connection consisting of an extension of the electrical circuits comprised in *Work No. 6*, including cable crossing works, crossing under the existing sea wall using the horizontal directional drilling method and terminating at the electrical circuit transition joint bays (*Work No. 8*).

#### **Onshore works**

*Work No. 8* — up to four underground electrical circuit transition joint bays in the vicinity of Horseshoe Point in the parish of North Coates in the county of Lincolnshire, housing the connections between the offshore and the onshore electrical circuits.

*Work No. 9* — a connection consisting of two underground transmission electrical circuits if the mode of transmission is HVDC and up to four underground transmission electrical circuits if the mode of transmission is HVAC. The connection proceeds—

- (a) from *Work No. 8* at co-ordinate: Easting 537791, Northing 402441; to
- (b) *Work No. 10* at co-ordinate: Easting 514992, Northing 419274.

*Work No. 10* — an electrical transmission station including a building abutting an open yard (which may be partitioned with concrete or steel walls or fences containing switchgear, electrical reactors and other electrical equipment) on land adjoining the North Killingholme National Grid substation. If the electrical circuits comprised in *Works Nos. 6, 7 and 9* are HVDC, the electrical transmission station will include facilities to convert the current to HVAC.

*Work No. 11* — a connection consisting of up to two underground electrical circuits between *Work No. 10* and the North Killingholme National Grid substation, including a connection above ground and electrical engineering works within the National Grid substation buildings and compound.

*Work No. 12* — improvements to the verge, highway and private access road running north from Chase Hill Road between the junction with Haven Road in the east and Eastfield Road in the west.

6. The associated development includes such further development as may be necessary or expedient in connection with each of the scheduled works within Order limits which are within the scope of the environmental impact assessment recorded in the Environmental Statement including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures such as rock placement and the placement of concrete mattresses and frond mattresses;

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- (c) the disposal of seabed sediments dredged during installation of the foundations of the offshore structures;
- (d) dredging;
- (e) works to alter the position of apparatus, including mains, sewers, drains and cables;
- (f) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (g) landscaping and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised project;
- (h) works for the benefit or protection of land affected by the authorised project;
- (i) working sites in connection with the construction of the authorised project;
- (j) works to secure means of access;
- (k) works to construct surface water drainage systems;
- (l) in connection with Work No. 10, private roads and hardstanding for parking;
- (m) jointing pits (including link and/or earthing boxes) in the immediate vicinity of Work No. 9;
- (n) a temporary haul road and temporary access track, both alongside and used for the purpose of constructing Work No. 9;
- (o) works to enable utility services to be run from Chase Hill Road to Work No. 10; and
- (p) such other works and apparatus, plant and machinery of whatever nature as may be necessary or expedient for the purposes of or in connection with the construction of the authorised project.

## PART 2

### Ancillary works

Works and operations within the Order limits comprising—

- (a) temporary anchorage of vessels; and
- (b) buoys, beacons, fenders and other navigational warning or ship impact protection works.

## PART 3

### Requirements

#### **Time limits**

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

#### **Detailed design parameters**

- 2.—(1) All wind turbine generators forming part of Works Nos. 1, 2 and 3 must not—
- (a) be less than 82 metres to the turbine hub when measured from MHWS;
  - (b) exceed a height of 200 metres from MHWS to the upper tip of the vertical blade;
  - (c) exceed a rotor diameter of 178 metres;



- (d) be less than 22 metres from MHWS to the lowest point of the rotating blade;
- (e) be less than 924 metres from the nearest wind turbine generator in all directions.
- (2) Each offshore HVAC collector substation forming part of Work No. 4 must not—
  - (a) exceed 60 metres in height above MHWS;
  - (b) have a platform which at its greatest extent exceeds 1,800 m<sup>2</sup> or 40 metres in width.
- (3) Each offshore HVDC converter station forming part of Work No. 4 must not—
  - (a) exceed 63 metres in height above MHWS;
  - (b) have a platform which at its greatest extent exceeds 7,200 m<sup>2</sup> or 120 metres in width.
- (4) Each offshore accommodation platform forming part of Works Nos. 1, 2, and 3 must not—
  - (a) exceed 60 metres in height above MHWS;
  - (b) have a platform which at its greatest extent exceeds, 3,600 m<sup>2</sup> or 60 metres in width.
- (5) The offshore reactive compensation substation comprised in Work No. 5 must not—
  - (a) exceed 63 metres in height above MHWS; or
  - (b) have a platform which at its greatest extent exceeds 1,800 m<sup>2</sup> or 45 metres in width.
- (6) The diameter of the electrical cables comprising the electrical circuits must not exceed the following limitations—
  - (a) within Works Nos. 1, 2 and 3, 170 mm;
  - (b) within Work No. 4, 300 mm;
  - (c) within Work Nos. 6 and 7, 200 mm where the mode of transmission is HVDC and 300 mm where the mode of transmission is HVAC.
- (7) The combined length of the inter-array electrical circuits comprised in Works Nos. 1, 2 and 3 must not exceed 450 km.
- (8) The total length of the electrical circuits comprised in Work No. 4 must not exceed 80 km.
- (9) The combined total area of cable protection for the electrical circuits comprising Works Nos. 1, 2 and 3 must not exceed 450,000 m<sup>2</sup>.
- (10) The total area of cable protection for the electrical circuits comprising Work No. 4 must not exceed 80,000 m<sup>2</sup>.
- (11) The total area of cable protection for the electrical circuits comprising Work No. 6 located outwith the Humber Estuary Special Area of Conservation must not exceed 1,468,000 m<sup>2</sup>.
- (12) The total area of cable protection for the electrical circuits comprising Work No. 6 located within the Humber Estuary Special Area of Conservation must not exceed 12,800 m<sup>2</sup>.
- (13) The combined total length of the electrical circuits comprised in Works Nos. 6 and 7 seaward of MHWS must not exceed 600 km.
- (14) The combined total volume of cable protection for the electrical circuits comprising Works Nos. 1, 2 and 3 must not exceed 562,500 m<sup>3</sup>.
- (15) The total volume of cable protection for the electrical circuits comprising Work No. 4 must not exceed 100,000 m<sup>3</sup>.
- (16) The total volume of cable protection for the electrical circuits comprising Work No. 6 located outwith the Humber Estuary Special Area of Conservation must not exceed 1,835,000 m<sup>3</sup>.
- (17) The total volume of cable protection for the electrical circuits comprising Work No. 6 located within the Humber Estuary Special Area of Conservation must not exceed 16,000 m<sup>3</sup>.

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(18) The electrical circuits comprised in Works Nos. 1, 2, 3, 4 and 6 must be installed by use of, or a combination of, ploughing, trenching, jetting, rock-cutting, dredging, surface laying with post lay burial, and where ground conditions make burial impracticable, by surface laying.

(19) The electrical circuits comprised in Work No. 7 must be installed by use of, or a combination of, ploughing, trenching and jetting.

(20) The total area in which the four underground transition pits comprised in Work No. 8 may be contained must not exceed 1,000 m<sup>2</sup> and none of the four transition pits within that area must individually exceed 25 m by 10 m.

(21) The diameter of the cables within Works Nos. 9 and 11 must not exceed 300 mm in diameter.

(22) The main building comprised in Work No. 10 (the electrical transmission station) must not—

- (a) exceed 24 metres in height;
- (b) exceed 80 metres in width;
- (c) exceed 120 metres in length.

(23) The site of Work No. 10 must not cover more than 32,200 m<sup>2</sup> in area, excluding any area of land required for landscaping and mitigation.

(24) References to the location of a wind turbine generator are references to the centre point of the turbine.

### **Colour and lighting**

3. Except as otherwise required by Trinity House under Condition 6A of the deemed marine licences set out in Schedule 8, the undertaker must exhibit such lights, with such shape, colour and character as required by Air Navigation Order 2009(28) or as directed by the Civil Aviation Authority or the Secretary of State for Defence.

### **Foundation methods**

4.—(1) The undertaker must in fixing to the seabed any structures comprised in Works Nos. 1, 2, 3, 4 and 5 use one of the following methods—

- (a) monopile foundations;
- (b) jacket foundations supported by piles; or
- (c) gravity base foundations.

(2) The undertaker must not use the monopile foundation method or any other method which includes braced monopiles to fix to the seabed any offshore HVDC converter station.

(3) The following parameters apply in respect of the foundation methods used to fix wind turbine generators to the seabed—

- (a) where monopile foundations are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,419 m<sup>2</sup>;
  - (ii) the diameter of each foundation must not exceed 8.5 metres;
- (b) where jacket foundations (driven/drilled piles) are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 707 m<sup>2</sup> per wind turbine;
  - (ii) the number of piles per jacket must not exceed four;

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(28) S.I. 2009/3015.

- (iii) the diameter of each pile must not exceed three metres;
  - (c) where jacket foundations (suction piles) are used—
    - (i) the area occupied by the foundations and scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
    - (ii) the number of piles per jacket must not exceed four;
    - (iii) the diameter of each pile must not exceed 15 metres;
  - (d) where gravity base foundations are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
    - (ii) the seabed levelling diameter must not exceed 70 metres;
    - (iii) the cone diameter must not exceed 50 metres at its base.
- (4) The following parameters apply in respect of the foundation methods used to fix offshore accommodation platforms to the seabed—
  - (a) where monopile foundations are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,419 m<sup>2</sup>;
    - (ii) the diameter of each foundation must not exceed 8.5 metres;
  - (b) where jacket foundations (driven/drilled piles) are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,414 m<sup>2</sup>;
    - (ii) the number of piles must not exceed eight;
    - (iii) the diameter of each pile must not exceed three metres;
  - (c) where jacket foundations (suction piles) are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
    - (ii) the number of piles per jacket must not exceed eight;
    - (iii) the diameter of each pile must not exceed 15 metres;
  - (d) where gravity base foundations are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
    - (ii) the seabed levelling diameter must not exceed 70 metres;
    - (iii) the cone diameter must not exceed 50 metres at its base.
- (5) The following parameters apply in respect of the foundation methods used to fix offshore HVAC collector substations to the seabed—
  - (a) where monopile foundations are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,419 m<sup>2</sup>;
    - (ii) the diameter of each foundation must not exceed 8.5 metres;
  - (b) where jacket foundations (driven/drilled piles) are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,924 m<sup>2</sup>;

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- (ii) the number of piles per jacket must not exceed eight;
- (iii) the diameter of each pile must not exceed 3.5 metres;
- (c) where jacket foundations (suction piles) are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 12,723 m<sup>2</sup>;
  - (ii) the number of piles per jacket must not exceed eight;
  - (iii) the diameter of each pile must not exceed 15 metres;
- (d) where gravity base foundations are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
  - (ii) the seabed levelling diameter must not exceed 70 metres;
  - (iii) the cone diameter must not exceed 50 metres at its base.
- (6) The following parameters apply in respect of the foundation methods used to fix offshore HVDC converter stations to the seabed—
  - (a) where jacket foundations (driven/drilled piles) are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 4,330 m<sup>2</sup>;
    - (ii) the number of piles per jacket must not exceed 18;
    - (iii) the diameter of each pile must not exceed 3.5 metres;
  - (b) where jacket foundations (suction piles) are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 12,723 m<sup>2</sup>;
    - (ii) the number of piles per jacket must not exceed eight;
    - (iii) the diameter of each pile must not exceed 15 metres;
  - (c) where gravity base foundations are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 19,500 m<sup>2</sup>;
    - (ii) the number of pontoons for each individual structure must not exceed two;
    - (iii) the pontoons must not exceed 110 metres in length or 35 metres in width.
- (7) The following parameters apply in respect of the foundation methods used to fix the offshore reactive compensation substation to the seabed—
  - (a) where monopile foundations are used—
    - (i) the area occupied by the foundations and the scour protection must not exceed 1,419 m<sup>2</sup>;
    - (ii) the diameter of each foundation must not exceed 8.5 metres;
  - (b) where jacket foundations (driven/drilled piles) are used—
    - (i) the area occupied by the foundations and the scour protection must not exceed 1,414 m<sup>2</sup>;
    - (ii) the number of piles per jacket must not exceed eight;
    - (iii) the diameter of each pile must not exceed three metres;
  - (c) where jacket foundations (suction piles) are used—

- (i) the area occupied by the foundations and the scour protection must not exceed 6,362 m<sup>2</sup>;
  - (ii) the number of piles per jacket must not exceed eight;
  - (iii) the diameter of each pile must not exceed 15 metres;
- (d) where gravity base foundations are used—
- (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
  - (ii) the seabed levelling diameter must not exceed 70 metres;
  - (iii) the cone diameter must not exceed 50 metres at its base.
- (8) The combined total volume of scour protection for the wind turbine generators and the offshore accommodation platforms forming part of the authorised development must not exceed 3,226,187 m<sup>3</sup>.

#### **Archaeology above mean low water level**

5.—(1) No part of the authorised development above MLWS is to commence within the area of a local planning authority until a written scheme for the investigation of areas of archaeological interest above MLWS has been submitted to and approved by the local planning authority.

(2) The scheme must identify areas where field work and/or a watching brief are required, and the measures to be taken to protect, record or preserve any significant archaeological remains that may be found.

(3) Any archaeological works or watching brief carried out under the approved scheme must be by a suitably qualified person or body approved by the local planning authority.

(4) Any archaeological works or watching brief must be carried out in accordance with the approved scheme.

#### **Ecological management plan above mean low water level**

6.—(1) No part of the authorised development above MLWS is to commence within the area of a local planning authority until a written ecological management plan relating to the land above MLWS based on the draft ecological management plan contained in volume 6 of the Environmental Statement and reflecting the survey results and ecological mitigation measures included in the environmental statement has been submitted to and approved by the local planning authority in consultation with Natural England, the Environment Agency, and to the extent that the plan relates to the intertidal area, the MMO.

(2) The ecological management plan must include an implementation timetable and must be carried out as approved.

(3) The ecological management plan must be submitted for approval at least four months prior to the intended start of construction unless otherwise agreed in writing by the local planning authority in consultation with Natural England.

#### **Code of Construction Practice**

7.—(1) No part of the authorised development above MLWS is to commence within the area of a local planning authority until a code of construction practice relating to the works authorised above MLWS based on the draft code of construction practice contained in volume 4 of the Environmental Statement has been submitted to and approved by the local planning authority such approval to be provided in the case of any construction traffic management plan submitted pursuant to sub-

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paragraph (e), and any travel plan submitted pursuant to sub-paragraph (l) in consultation with the relevant highway authority and the Highways Agency. The code of construction practice must include—

- (a) an external lighting scheme for the construction phase;
  - (b) construction noise and vibration monitoring and management measures;
  - (c) air quality and dust monitoring and management measures during construction;
  - (d) a site waste management plan detailing sustainable site waste management measures;
  - (e) a construction traffic management plan;
  - (f) measures to prevent and control spillage of oil, chemicals and other potentially harmful liquids;
  - (g) details of the storage of materials during construction;
  - (h) measures for the protection of surface and ground water during construction;
  - (i) a communication plan;
  - (j) a Health and Safety Plan including details of how health and safety risks are identified and managed during construction;
  - (k) details of screening and fencing to be installed during construction;
  - (l) a travel plan for the construction workforce to include details of—
    - (i) expected means of travel to and from the construction sites;
    - (ii) numbers of construction staff, working hours and modal split;
    - (iii) details of the number of car parking spaces to be provided on sites and if appropriate a car park management plan;
    - (iv) specification of measures to encourage sustainable travel to and from the construction site for construction staff;
    - (v) responsibility and timescales for implementing proposed measures;
    - (vi) targets for vehicle trips and modal splits;
    - (vii) formal monitoring regime for those targets; and
    - (viii) details of mess/canteen facilities for staff.
- (2) All construction works must be undertaken in accordance with the approved code.

## **Landscaping**

**8.—(1)** No part of the authorised development above MLWS is to commence within the area of a local planning authority until a written landscape scheme has been submitted to and approved by the local planning authority.

(2) The written landscape scheme must include the provisions of the draft landscape scheme and management plan contained in Annex 6.4.16: Landscape Scheme and Management Plan of the Environmental Statement, subject to any variation approved by the local planning authority, and, in addition details of—

- (a) cultivation, importing of materials and other operations to ensure plant establishment;
- (b) proposed finished ground levels;
- (c) hard surfacing materials;
- (d) minor structures, refuse or other storage units, signs and lighting.

### **Implementation and maintenance of landscaping**

9.—(1) The landscape works must be carried out in accordance with the relevant scheme approved under requirement 8.

(2) Any tree or shrub planted as part of an approved landscape scheme that within a period of five years after planting, is removed, dies or becomes, in the opinion of the local planning authority, seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted, unless alternative timing or a different specimen is otherwise approved by the local planning authority.

### **Decommissioning**

10. No part of the authorised development below MHWS is to commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) of the 2004 Act has been submitted to the Secretary of State for approval in relation to that part.

### **Highway accesses**

11.—(1) No permanent or temporary means of access to a highway to be used by vehicular traffic or any alteration to an existing means of access to a highway used by vehicular traffic is to commence until written details of the design and layout of such works have been submitted to and approved by the local planning authority in consultation with the relevant highway authority.

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

### **Contaminated land and groundwater**

12.—(1) No part of the authorised development within the area of a local planning authority is to commence until a written scheme to deal with the contamination of any land, including groundwater within the Order limits which is likely to cause significant harm to persons or pollution of controlled waters or the environment has been submitted to, and approved by, the local planning authority in consultation with the Environment Agency and, to the extent that the plan relates to the intertidal area, the MMO.

(2) The scheme must include an investigation and assessment report, prepared by a specialist consultant approved by the local planning authority, to identify the extent of any contamination and the remedial measures to be taken for that stage to render the land fit for its intended purpose, together with a management plan which sets out long-term measures with respect to any contaminants remaining on the site.

(3) No remedial work constituting a material operation in respect of contamination of any land, including groundwater within the Order limits is to be carried out until the scheme has been approved.

(4) In carrying out the works for the authorised development, the undertaker must not conduct horizontal directional drilling operations unless the scheme includes a hydrogeological risk assessment demonstrating that such operations are unlikely to cause an unacceptable risk to groundwater quality.

(5) Remediation must be carried out in accordance with the approved scheme.

### **Surface water drainage**

13.—(1) No part of the electrical transmission station is to commence until a detailed surface water drainage scheme based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the electrical transmission station have been submitted

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to and approved in writing by the local planning authority, in consultation with the Environment Agency and the drainage board within the meaning of section 25 of the Land Drainage Act 1991.

(2) Construction of the electrical transmission station must be carried out in accordance with the scheme.

#### **Colour and detailed design approval – electrical transmission station**

**14.**—(1) Unless otherwise agreed by the local planning authority, the electrical transmission station comprised in Work No. 10 must be coloured using one or more of the following colours—

*Bluebell (RAL Code 270 50 30)*

*Lilac (RAL Code 270 60 25)*

*Chalk Blue (RAL Code 270 70 20)*

*Baltic Blue (RAL Code 270 80 15)*

*White Lilac (RAL Code 270 85 10)*

*Blue White (RAL Code 270 90 05)*

(2) Notwithstanding sub-paragraph (1), construction of Work No. 10 must not commence until details of the layout, scale and external appearance of that work have been submitted to and approved by the relevant planning authority.

(3) The construction of Work No. 10 must be carried out in accordance with the approved details.

#### **Prohibited access**

**15.**—(1) The undertaker must not use the access road along the crest of the sea defences within the plots numbered 37 - 40 on the land plans during the construction of Work Nos. 6 to 8.

(2) Except in an emergency, the access road along the sea defences within the plots numbered 37 - 40 on the land plans may not be used by the undertaker following the construction of Work Nos. 6 to 8 until a scheme for the protection of the sea defences from use of the access road by the undertaker during the operation and maintenance of the authorised project has been submitted to and approved in writing by the Environment Agency.

(3) If the Environment Agency fails to notify the undertaker of its decision on whether to give approval within 28 days of receiving the scheme for approval the Environment Agency is deemed to have given approval.

(4) The use of the access road must be in accordance with the approved scheme.

#### **Port traffic management plan**

**16.**—(1) No part of the authorised development below MLWS (excluding ducting and related works which are an integral part of works landward of MLWS) is to commence until a traffic management plan for the onshore port-related traffic to and from the selected base port or ports for construction, operation or both of the relevant part of the authorised development, and relating to the relevant part of the authorised development, has been submitted to and approved in writing by the relevant planning authority in consultation with the relevant highway authority, or the relevant planning authority has confirmed in writing, after consultation with the relevant highway authority, that no traffic management plan is required.

(2) All traffic management plans must be implemented as approved at all times specified within the relevant traffic management plan during the construction, operation or both of the authorised development.

(3) For the purposes of this requirement—



“relevant highway authority” means the highway authority or authorities in whose area the relevant port is located;

“relevant planning authority” means the local planning authority or authorities in whose area the relevant port is located;

“selected base port” or “ports” means a port or ports situated in England or Wales and used by management personnel for construction of the authorised project or for the ongoing operational management of the authorised project.

### **Co-operation**

17.—(1) Prior to the submission of the pre-construction plans and documentation required to be submitted to the MMO for approval under Condition 13 of each of the deemed marine licences set out in Schedules 8 to 11 the undertaker who is the licence-holder under the relevant licence must provide a copy of the plans and documentation to the other undertakers.

(2) The other undertakers must provide any comments on the plans and documentation to the licence-holder within 14 days of receipt of the plans and documentation.

(3) The licence-holder shall participate in liaison meetings with other undertakers as requested from time to time by the MMO in writing in advance, which meetings shall be chaired by the MMO and shall consider such matters as are determined by the MMO relating to the efficient operation of a deemed marine licence where it has an impact on the efficient operation of any other deemed marine licence issued under this Order (including as varied or transferred).

### **Control of noise during operational phase**

18. The combined noise rating level from the electrical transmission station, converter and associated plant, emitted during normal operation, shall not exceed 35 dB L<sub>A,r,Tr</sub> at any residential property. The definition of rating level shall be as described in BS 4142:1997. The noise limit only applies to residential properties that have planning permission on 30th July 2013.

### **Employment and skills plan**

19.—(1) No part of the authorised development is to commence until an employment and skills plan has been submitted to and approved by North Lincolnshire Council in consultation with the Humber Local Enterprise Partnership.

(2) The plan must include—

- (a) proposals for the provision of information to the Humber Local Enterprise Partnership on the employment and supply chain opportunities associated with the construction, operation and maintenance of the authorised development including details of the core qualifications and skillsets required to access those opportunities;
- (b) proposals for local advertising of employment and supply chain opportunities during the construction of the authorised development;
- (c) proposals for the undertaker to provide outreach employment presentations during the period of construction of the authorised development at appropriate times and locations; and
- (d) proposals for local advertising of employment and supply chain opportunities during the operation of the authorised development.

(3) The approved employment and skills plan must be implemented and maintained during the construction and operation of the authorised development.

(4) For the purposes of this requirement, “Humber Local Enterprise Partnership” means the local enterprise partnership established in June 2011 with the objective of promoting and developing the

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natural economic area surrounding the Humber estuary and in the event that this local enterprise partnership is no longer in existence means the local planning authority.

### **North Coates airfield**

**20.** No part of the authorised development is to commence within half a mile of the perimeter of the North Coates airfield until a plan to secure its safe operation during the construction and operation of the authorised project has been submitted to and approved by the Secretary of State following consultation by the Secretary of State with the operator of North Coates airfield and the Civil Aviation Authority.

### **Requirement for written approval**

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

### **Amendments to approved details**

**22.**—(1) With respect to any requirement which requires the authorised development to be carried out in accordance with the details of a plan, scheme or code approved by the local planning authority or any other person or body, the approved details, or plan, scheme or code are to be taken to include any amendments that may subsequently be approved in writing by the local planning authority or that other person or body.

(2) Where such details, plan, scheme or code are required to be approved in consultation with another body, any amendments of that document must also be approved in consultation with that body.

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

## SCHEDULE 2

Article 6

### Streets subject to street works

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Streets subject to street works</i>
District of East Lindsey	Permissive Footpath along Sea Wall
District of East Lindsey	Unnamed highway north of Sheep Marsh Lane providing access to Poplar Piggeries and area to the north
District of East Lindsey	Sea Lane
District of East Lindsey	Tetn/19/1 (Public Footpath)
District of East Lindsey	North Coates Road

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Streets subject to street works</i>
District of East Lindsey	Tetn/13/5 (Public Footpath)
District of East Lindsey	Unnamed highway east of New Delights access
District of East Lindsey	Tetney Lock Road
District of East Lindsey	Humberston Road
District of East Lindsey	Tetn/14/4 (Public Footpath)
District of East Lindsey	Holton Road
District of East Lindsey	HoLC/5/4 (Public Footpath)
District of East Lindsey	Station Road
District of East Lindsey	HoLC/4/1 (Public Footpath)
District of East Lindsey	Louth Road (A16)
District of East Lindsey	HoLC/10/1 (Public Footpath)
District of East Lindsey	Tetn/343/1 (Public Footpath)
District of East Lindsey	Tetn/12/5 (Public Footpath)
North East Lincolnshire	FP84 (Public Footpath)
North East Lincolnshire	Waithe Lane
North East Lincolnshire	Waithe Lane
North East Lincolnshire	BW75 (Public Bridleway)
North East Lincolnshire	Waltham Road (B1203)
North East Lincolnshire	Waltham Road (C148)
North East Lincolnshire	FP95 (Public Footpath)
North East Lincolnshire	Bradley Road
North East Lincolnshire	BW93 (Public Bridleway)
North East Lincolnshire	BW97 (Public Bridleway)
North East Lincolnshire	FP96 (Public Footpath)
North East Lincolnshire	Grimsby Road (A46)
North East Lincolnshire	FP103 (Public Footpath)
North East Lincolnshire	FP110 (Public Footpath)
North East Lincolnshire	Aylesby Road
North East Lincolnshire	BW108 (Public Bridleway)
North East Lincolnshire	Beech Holt Lane/Nooking Lane
District of West Lindsey	Wells Road
North East Lincolnshire	Riby Road (A1173)
North East Lincolnshire	FP26 (Public Footpath)

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Streets subject to street works</i>
North East Lincolnshire	Keelby Road
North East Lincolnshire	Roxton Road
North East Lincolnshire	Station Road (B1210)
North East Lincolnshire	Immingham Road (B1210)
North East Lincolnshire	FP8 (Public Footpath)
North East Lincolnshire	FP7 (Public Footpath)
North East Lincolnshire	Killingholme Road
North East Lincolnshire	FP24 (Public Footpath)
North East Lincolnshire	FP4 (Public Footpath)
North East Lincolnshire	A180
North Lincolnshire Council	94 (Public Footpath)
North Lincolnshire Council	Faulding Lane
North Lincolnshire Council	Habrough Road
North Lincolnshire Council	Ulceby Road (A160)
North Lincolnshire Council	Top Road
North Lincolnshire Council	87 (Public Footpath)
North Lincolnshire Council	Nicholson Road
North Lincolnshire Council	Chase Hill Road
North Lincolnshire Council	Brick Lane
North Lincolnshire Council	86 (Public Footpath)
North Lincolnshire Council	79 (Public Footpath)

### SCHEDULE 3

Article 8

#### Streets to be temporarily stopped up

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be temporarily stopped up</i>	<i>(3)</i> <i>Extent of temporary stopping up</i>
District of East Lindsey	Permissive Footpath	Between points F1 and F2 as shown in a dotted red line on sheet 1 of the onshore works plans
District of East Lindsey	Permissive Footpath	Between points F3 and F4 as shown in a dotted red line on

<i>(1)</i> Area	<i>(2)</i> Street to be temporarily stopped up	<i>(3)</i> Extent of temporary stopping up
		sheet 1 of the onshore works plans
District of East Lindsey	Unnamed highway north of Sheep Marsh Lane providing access to Poplar Piggeries and area to the north	Between points 1 and 2 as shown hatched on sheet 2 of the onshore works plans
District of East Lindsey	Unnamed highway north of Sheep Marsh Lane providing access to Poplar Piggeries and area to the north	Between points 3 and 4 as shown hatched on sheet 2 of the onshore works plans
District of East Lindsey	Unnamed highway north of Sheep Marsh Lane providing access to Poplar Piggeries and area to the north	Between points 5 and 6 as shown hatched on sheet 2 of the onshore works plans
District of East Lindsey	Sea Lane	Between points 7 and 8 as shown hatched on sheet 2 of the onshore works plans
District of East Lindsey	Footpath Tetn/19/1	Between points F5 and F6 as shown in a dotted red line on sheet 3 of the onshore works plans
District of East Lindsey	Footpath Tetn/19/1	Between points F7 and F8 as shown in a dotted red line on sheet 3 of the onshore works plans
District of East Lindsey	North Coates Road	Between points 9 and 10 as shown hatched on sheet 4 of the onshore works plans
District of East Lindsey	Footpath Tetn/13/5	Between points F9 and F10 as shown in a dotted red line on sheet 4 of the onshore works plans
District of East Lindsey	Unnamed highway east of New Delights access	Between points 11 and 12 as shown hatched on sheet 4 of the onshore works plans
District of East Lindsey	Unnamed highway east of New Delights access	Between points 13 and 14 as shown hatched on sheet 4 of the onshore works plans
District of East Lindsey	Unnamed highway east of New Delights access	Between points 15 and 16 as shown hatched on Sheet 4 of the onshore works plans

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<i>(1)</i> Area	<i>(2)</i> Street to be temporarily stopped up	<i>(3)</i> Extent of temporary stopping up
District of East Lindsey	Unnamed highway east of New Delights access	Between points 105 and 106 as shown hatched on sheet 5 of the onshore works plans
District of East Lindsey	Tetney Lock Road	Between points 17 and 18 as shown hatched on sheet 5 of the onshore works plans
District of East Lindsey	Tetney Lock Road	Between points 19 and 20 as shown hatched on sheet 5 of the onshore works plans
District of East Lindsey	Tetney Lock Road	Between points 21 and 22 as shown hatched on sheet 5 of the onshore works plans
District of East Lindsey	Humberston Road	Between points 23 and 24 as shown hatched on sheet 5 of the onshore works plans
District of East Lindsey	Footpath Tetn/14/4	Between points F11 and F12 as shown in a dotted red line on sheet 6 of the onshore works plans
District of East Lindsey	Holton Road	Between points 25 and 26 as shown hatched on sheet 6 of the onshore works plans
District of East Lindsey	Footpath HoLC/5/4	Between points F13 and F14 as shown in a dotted red line on sheet 7 of the onshore works plans
District of East Lindsey	Footpath HoLC/5/4	Between points F14 and F15 as shown in a dotted red line on sheet 7 of the onshore works plans
District of East Lindsey	Station Road	Between points 27 and 28 as shown hatched on sheet 7 of the onshore works plans
District of East Lindsey	Station Road	Between points 29 and 30 as shown hatched on sheet 7 of the onshore works plans
District of East Lindsey	Station Road	Between points 31 and 32 as shown hatched on sheet 7 of the onshore works plans
District of East Lindsey	Footpath HoLC/4/1	Between points F16 and F17 as shown in a dotted red line on sheet 7 of the onshore works plans

<i>(1)</i> Area	<i>(2)</i> Street to be temporarily stopped up	<i>(3)</i> Extent of temporary stopping up
District of East Lindsey	Louth Road (A16)	Between points 33 and 34 as shown hatched on sheet 7 of the onshore works plans
District of East Lindsey	Louth Road (A16)	Between points 109 and 110 as shown hatched on sheet 7 of the onshore works plans
District of East Lindsey	Footpath HoLC/10/1	Between points F18 and F19 as shown in a dotted red line on sheet 8 of the onshore works plans
North East Lincolnshire	Footpath FP84	Between points F20 and F21 as shown in a dotted red line on sheet 8 of the onshore works plans
North East Lincolnshire	Waithe Lane	Between points 35 and 36 as shown hatched on sheet 8 of the onshore works plans
North East Lincolnshire	Waithe Lane	Between points 37 and 38 as shown hatched on sheet 9 of the onshore works plans
North East Lincolnshire	Bridleway BW75	Between points F22 and F23 as shown in a dotted red line on sheet 9 of the onshore works plans
North East Lincolnshire	Waltham Road (B1203)	Between points 39 and 108 as shown hatched on sheet 9 of the onshore works plans
North East Lincolnshire	Waltham Road (B1203)	Between points 39 and 40 as shown hatched on sheet 9 of the onshore works plans
North East Lincolnshire	Waltham Road (B1203)	Between points 41 and 42 as shown hatched on sheet 9 of the onshore works plans
North East Lincolnshire	Waltham Road (C148)	Between points 43 and 44 as shown hatched on sheet 10 of the onshore works plans
North East Lincolnshire	Footpath FP95	Between points F24 and F25 as shown in a dotted red line on sheet 12 of the onshore works plans
North East Lincolnshire	Footpath FP95	Between points F26 and F27 as shown in a dotted red line on

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<i>(1)</i> Area	<i>(2)</i> Street to be temporarily stopped up	<i>(3)</i> Extent of temporary stopping up
		sheet 12 of the onshore works plans
North East Lincolnshire	Bradley Road	Between points 45 and 46 as shown hatched on sheet 11 of the onshore works plans
North East Lincolnshire	Bradley Road	Between points 47 and 48 as shown hatched on sheet 12 of the onshore works plans
North East Lincolnshire	Bradley Road	Between points 49 and 50 as shown hatched on sheet 12 of the onshore works plans
North East Lincolnshire	Bridleway BW93	Between points F28 and F29 as shown in a dotted red line on sheet 12 of the onshore works plans
North East Lincolnshire	Footpath FP95	Between points F30 and F31 as shown in a dotted red line on sheet 13 of the onshore works plans
North East Lincolnshire	Bridleway BW97	Between points F32 and F33 as shown in a dotted red line on sheet 14 of the onshore works plans
North East Lincolnshire	Footpath FP96	Between points F34 and F35 as shown in a dotted red line on sheet 14 of the onshore works plans
North East Lincolnshire	Grimsby Road (A46)	Between points 51 and 52 as shown hatched on sheet 14 of the onshore works plans
North East Lincolnshire	Grimsby Road (A46)	Between points 53 and 54 as shown hatched on sheet 14 of the onshore works plans
North East Lincolnshire	Grimsby Road (A46)	Between points 55 and 56 as shown hatched on sheet 14 of the onshore works plans
North East Lincolnshire	Footpath FP103	Between points F36 and F37 as shown in a dotted red line on sheet 15 of the onshore works plans
North East Lincolnshire	Footpath FP110	Between points F38 and F39 as shown in a dotted red line on



<i>(1)</i> Area	<i>(2)</i> Street to be temporarily stopped up	<i>(3)</i> Extent of temporary stopping up
		sheet 15 of the onshore works plans
North East Lincolnshire	Aylesby Road	Between points 57 and 58 as shown hatched on sheet 15 of the onshore works plans
North East Lincolnshire	Bridleway BW108	Between points F40 and F41 as shown in a dotted red line on sheet 15 of the onshore works plans
North East Lincolnshire	Beech Holt Lane/Nooking Lane	Between points 59 and 60 as shown hatched on sheet 16 of the onshore works plans
West Lindsey District	Wells Road	Between points 61 and 62 as shown hatched on sheet 17 of the onshore works plans
North East Lincolnshire	Riby Road (A1173)	Between points 63 and 64 as shown hatched on sheet 18 of the onshore works plans
North East Lincolnshire	Footpath FP26	Between points F42 and F43 as shown in a dotted red line on sheet 19 of the onshore works plans
North East Lincolnshire	Keelby Road	Between points 65 and 66 as shown hatched on sheet 19 of the onshore works plans
North East Lincolnshire	Keelby Road	Between points 65 and 107 as shown hatched on sheet 19 of the onshore works plans
North East Lincolnshire	Keelby Road	Between points 101 and 102 as shown hatched on sheet 19 of the onshore works plans
North East Lincolnshire	Roxton Road	Between points 67 and 68 as shown hatched on sheet 20 of the onshore works plans
North East Lincolnshire	Roxton Road	Between points 69 and 70 as shown hatched on sheet 20 of the onshore works plans
North East Lincolnshire	Station Road (B1210)	Between points 71 and 72 as shown hatched on sheet 22 of the onshore works plans

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<i>(1)</i> Area	<i>(2)</i> Street to be temporarily stopped up	<i>(3)</i> Extent of temporary stopping up
North East Lincolnshire	Immingham Road (B1210)	Between points 73 and 74 as shown hatched on sheet 23 of the onshore works plans
North East Lincolnshire	Immingham Road (B1210)	Between points 75 and 76 as shown hatched on sheet 23 of the onshore works plans
North East Lincolnshire	Footpath FP8	Between points F44 and F45 as shown in a dotted red line on sheet 23 of the onshore works plans
North East Lincolnshire	Footpath FP7	Between points F46 and F47 as shown in a dotted red line on sheet 23 of the onshore works plans
North East Lincolnshire	Killingholme Road	Between points 77 and 78 as shown hatched on sheet 23 of the onshore works plans
North Lincolnshire	Footpath 94	Between points F48 and F49 as shown in a dotted red line on sheet 24 of the onshore works plans
North Lincolnshire	Faulding Lane	Between points 79 and 80 as shown hatched on sheet 24 of the onshore works plans
North Lincolnshire	Habrough Road	Between points 81 and 82 as shown hatched on sheet 24 of the onshore works plans
North Lincolnshire	Habrough Road	Between points 83 and 84 as shown hatched on sheet 24 of the onshore works plans
North Lincolnshire	Habrough Road	Between points 85 and 86 as shown hatched on sheet 24 of the onshore works plans
North Lincolnshire	Ulceby Road (A160)	Between points 87 and 88 as shown hatched on sheet 24 of the onshore works plans
North Lincolnshire	Top Road	Between points 89 and 90 as shown hatched on sheet 25 of the onshore works plans
North Lincolnshire	Footpath 87	Between points F50 and F52 as shown in a dotted red line on sheet 25 of the onshore works plans

<i>(1)</i> Area	<i>(2)</i> Street to be temporarily stopped up	<i>(3)</i> Extent of temporary stopping up
North Lincolnshire	Footpath 87	Between points F51 and F52 as shown in a dotted red line on sheet 25 of the onshore works plans
North Lincolnshire	Nicholson Road	Between points 91 and 92 as shown hatched on sheet 25 of the onshore works plans
North Lincolnshire	Nicholson Road	Between points 92 and 111 as shown hatched on sheet 25 of the onshore works plans
North Lincolnshire	Nicholson Road	Between points 103 and 104 as shown hatched on sheet 25 of the onshore works plans
North Lincolnshire	Chase Hill Road	Between points 93 and 94 as shown hatched on sheet 26 of the onshore works plans
North Lincolnshire	Chase Hill Road	Between points 95 and 96 as shown hatched on sheet 26 of the onshore works plans
North Lincolnshire	Brick Lane	Between points 97 and 98 as shown hatched on sheet 26 and 27 of the onshore works plans
North Lincolnshire	Footpath 86	Between points F53 and F54 as shown in a dotted red line on sheet 27 of the onshore works plans
North Lincolnshire	Footpath 79	Between points F55 and F56 as shown in a dotted red line on sheet 27 of the onshore works plans
North Lincolnshire	Footpath 86	Between points F57 and F58 as shown in a dotted red line on sheet 27 of the onshore works plans
North Lincolnshire	Chase Hill Road	Between points 99 and 100 as shown hatched on sheet 27 of the onshore works plans

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## SCHEDULE 4

Article 9

## Access to works

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Description of access</i>
District of East Lindsey	Between point A1 (north side of Sheep Marsh Lane) shown on sheet 1 of the onshore works plans and Works Nos. 7, 8, 9
District of East Lindsey	Between point A2 (Unnamed highway north of Sheep Marsh Lane providing access to Poplar Piggeries) shown on sheet 2 of the onshore works plans and Work No. 9
District of East Lindsey	Between point A3 (south side of North Coates Road) shown on sheet 4 of the onshore works plans and Work No. 9
District of East Lindsey	Between point A4 (north side of unnamed highway east of New Delights access) shown on sheet 4 of the onshore works plans and Work No. 9
District of East Lindsey	Between point A5 (north side of Tetney Lock Road east of New Delights access) shown on sheet 5 of the onshore works plans and Work No. 9
District of East Lindsey	Between point A6 (north side of unnamed highway east of New Delights access) shown on sheet 5 of the onshore works plans and Work No. 9
District of East Lindsey	Between point A7 (north side of Tetney Lock Road west of Cow Marsh Lane) shown on sheet 5 of the onshore works plans and Work No. 9
District of East Lindsey	Between point A8 (west side of Holton Road) shown on sheet 6 of the onshore works plans and Work No. 9
District of East Lindsey	Between point A9 (east side of Holton Road west of Grange Farm Cottage) shown on sheet 6 of the onshore works plans and Work No. 9
District of East Lindsey	Between point A10 (north side of Station Road) shown on sheet 7 of the onshore works plans and Work No. 9
District of East Lindsey	Between point A11 (north side of Station Road to the west of the dismantled railway line) shown on sheet 7 of the onshore works plans and Work No. 9

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Description of access</i>
District of East Lindsey	Between point A12 (north side of Station Road) shown on sheet 7 of the onshore works plans and Work No. 9
District of East Lindsey	Between point A13 (north side of Station Road) shown on sheet 7 of the onshore works plans and Work No. 9
District of East Lindsey	Between point A14 (west side of A16) shown on sheet 8 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A15 (west side of B1203) shown on sheet 9 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A16 (east side of B1203) shown on sheet 9 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A17 (north side of C148 Waltham Road) shown on sheet 10 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A18 (south side of C148 Waltham Road) shown on sheet 10 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A19 (west side of Bradley Road north of Waltham) shown on sheet 11 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A20 (west side of Bradley Road Netherwood Farm north access point) shown on sheet 12 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A21 (west side of Bradley Road Netherwood Farm south access point) shown on sheet 12 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A22 (north-west side of A46 east of Laceby) shown on sheet 14 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A23 (south-east side of A46 east of Laceby) shown on sheet 14 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A24 (south-east side of Aylesby Road) shown on sheet 15 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A25 (north side of Beach Holt Lane/Nooking Lane west of Aylesby) shown on

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(1) Area	(2) Description of access
	sheet 16 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A26 (north-west side of Wells Road) shown on sheet 17 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A27 (south-east side of Wells Road) shown on sheet 17 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A28 (west side of A1173 at Stallingborough Grange Farm) shown on sheet 18 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A29 (east side of A1173) shown on sheet 18 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A30 (south-east side of Keelby Road south-west of Wood View) shown on sheet 19 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A31 (north-west side of Keelby Road south-west of Wood View) shown on sheet 19 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A32 (north-west side of Keelby Road in the vicinity of Wood View) shown on sheet 19 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A33 (east side of Roxton Road north of railway) shown on sheet 20 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A34 (west side of Roxton Road north of railway) shown on sheet 20 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A35 (south-east side of Roxton Road south of railway) shown on sheet 20 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A36 (south side of B1210 Station Road south of A180) shown on sheet 22 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A37 (north side of B1210 Immingham Road) shown on sheet 23 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A38 (south side of B1210 Immingham Road) shown on sheet 23 of the onshore works plans and Work No. 9

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Description of access</i>
North East Lincolnshire	Between point A39 (south side of B1210 Immingham Road west of School Cottages) shown on sheet 23 of the onshore works plans and Work No. 9
North East Lincolnshire	Between point A40 (east side of Killingholme Road, south of Mill House) shown on sheet 23 of the onshore works plans and Work No. 9
North Lincolnshire	Between point A41 (south side of Faulding Lane) shown on sheet 24 of the onshore works plans and Work No. 9
North Lincolnshire	Between point A42 (south-west side of Habrough Road north of Faulding Lane) shown on sheet 24 of the onshore works plans and Work No. 9
North Lincolnshire	Between point A43 (south-west side of Habrough Road) shown on sheet 24 of the onshore works plans and Work No. 9
North Lincolnshire	Between point A44 (south-west side of Habrough Road south-east of A160/Habrough Road roundabout) shown on sheet 24 of the onshore works plans and Work No. 9
North Lincolnshire	Between point A45 (north side of A160 west of A160/Habrough Road roundabout) shown on sheet 24 of the onshore works plans and Work No. 9
North Lincolnshire	Between point A46 (east side of Top Road) shown on sheet 25 of the onshore works plans and Work No. 9
North Lincolnshire	Between point A47 (south side of Nicholson Road/Church Lane) shown on sheet 25 of the onshore works plans and Work No. 9
North Lincolnshire	Between point A48 (north side of Nicholson Road/Church Lane) shown on sheet 25 of the onshore works plans and Work No. 9
North Lincolnshire	Between point A49 (south side of Chase Hill Road west of Eastfield Road) shown on sheet 26 of the onshore works plans and Work No. 9
North Lincolnshire	Between point A50 (north side of Chase Hill Road west of Eastfield Road) shown on sheet 26 of the onshore works plans and Work No. 9
North Lincolnshire	Between point A51 (Brick Lane, north side of Chase Hill Road) shown on sheet 26 of the onshore works plans and Work No. 9

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SCHEDULE 5

Article 16(1)

Land in which only new rights etc., may be acquired

<i>(1) Number of land shown on land plans</i>	<i>(2) Purpose for which rights may be acquired</i>
1 – 2 10 – 14	To install, retain, maintain and operate apparatus (and to impose requirements for its protection) within an up to 160 metre corridor within the Order Land and to obtain access for such purposes
3 – 9 16 – 21	To ground and lay anchor for vessels within the Order Land
15 22 407 – 408	To install, retain, maintain and operate apparatus (and to impose requirements for its protection) within the Order Land and to obtain access for such purposes
23 409	To install, maintain and use an access track and to obtain access for such purposes
25 – 26	To install, retain, maintain and operate transition jointing bays for the connection of offshore cable circuits to onshore cable circuits and apparatus (and to impose requirements for their protection) within an up to 150 metre corridor within the Order Land and to obtain access for such purposes
27 – 29 57 – 58 63 – 66 68 – 72 74 77 – 80 87 91 94 97 104 – 105 107 – 108	To install, retain, maintain and operate apparatus (and to impose requirements for its protection) within an up to 30 metre corridor within the Order Land and to obtain access for such purposes



<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
111 – 113	
122 – 126	
128 – 130	
133	
140 – 141	
145	
148	
151 – 152	
154	
156	
162	
164 – 171	
173 – 178	
180	
183 – 185	
187 – 192	
196	
199 – 200	
205 – 209	
212 – 213	
216	
218 – 220	
227	
232 – 233	
235	

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<i>(1) Number of land shown on land plans</i>	<i>(2) Purpose for which rights may be acquired</i>
238	
240	
242 – 243	
245 – 247	
251 – 258	
261	
267 – 268	
271 – 272	
274	
277	
279	
283	
287	
293 – 294	
296 – 297	
314 – 315	
319 – 320	
324	
331 – 332	
337 – 338	
346	
351	
353 – 354	
357	
359 – 362	

<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
364 – 365  368 – 370  373 – 375  378 – 380  383  386  390 – 397  400  403	
37 – 40	To install, maintain and use an access track and to obtain access for the purposes only of maintaining and operating the authorised project
226	To install, retain, maintain and operate apparatus (and to impose requirements for its protection) within an up to 30 metre corridor within the Order Land and to obtain access for such purposes but not extending to breaking open the surface of the Order Land
313 352	To install, retain, maintain and operate apparatus (and to impose requirements for its protection) within an up to 30 metre corridor within the Order land
406	To install, retain, maintain and operate apparatus (and to impose requirements for its protection) within the Order land and to install, maintain and use an access track and to obtain access for such purposes
410 415	To install, retain, maintain and operate services (and to impose requirements for their protection) within the Order land and to install, maintain and use an access track and to obtain access for such purposes

## SCHEDULE 6

Article 16(3)

Modification of compensation and compulsory purchase enactments for creation of new rights

## PART 1

## Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a

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compulsory acquisition under this Order of a right by the creation of a new right as they apply as respects compensation on the compulsory purchase of land and interests in land.

**2.—(1)** Without prejudice to the generality of paragraph 1, the Land Compensation Act 1973**(29)** has effect subject to the modifications set out in sub-paragraphs (2) and (3).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4—

- (a) for the words “land is acquired or taken” there are substituted the words “a right over land is purchased from or imposed on”; and
- (b) for the words “acquired or taken from him” there are substituted the words “over which the right is exercisable”.

(3) In section 58(1) (determination of material detriment where part of house etc. proposed for compulsory acquisition), as it applies to determinations under section 8 of the 1965 Act as substituted by paragraph 5—

- (a) for the word “part” in paragraphs (a) and (b) there are substituted the words “a right over land consisting”;
- (b) for the word “severance” there are substituted the words “right over the whole of the house, building or manufactory or of the house and the park or garden”;
- (c) for the words “part proposed” there are substituted the words “right proposed”; and
- (d) for the words “part is” there are substituted the words “right is”.

## PART 2

### Application of the 1965 Act

**1.—(1)** The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read (according to the requirements of the particular context) as referring to, or as including references to—

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

(2) Without prejudice to the generality of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right with the modifications specified in the following provisions of this Schedule.

**2.** For section 7 of the 1965 Act (measure of compensation) there is substituted the following section—

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

**3.** For section 8 of the 1965 Act (provisions as to divided land) there is substituted the following section—

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(29) 1973 c.26.

“8.—(1) Where in consequence of the service on a person under section 5 of this Act of a notice to treat in respect of a right over land consisting of a house, building or manufactory or of a park or garden belonging to a house (“the relevant land”)—

- (a) a question of disputed compensation in respect of the purchase of the right would apart from this section fall to be determined by the Upper Tribunal (“the tribunal”); and
- (b) before the tribunal has determined that question the tribunal is satisfied that the person has an interest in the whole of the relevant land and is able and willing to sell that interest and—
  - (i) where that land consists of a house, building or manufactory, that the right cannot be purchased without material detriment to that land; or
  - (ii) where that land consists of such a park or garden, that the right cannot be purchased without seriously affecting the amenity or convenience of the house to which that land belongs,

the Hornsea One Offshore Wind Farm Order 2014 (“the Order”), in relation to that person, ceases to authorise the purchase of the right and is instead deemed to authorise the purchase of that person’s interest in the whole of the relevant land including, where the land consists of such a park or garden, the house to which it belongs, and the notice is deemed to have been served in respect of that interest on such date as the tribunal directs.

(2) Any question as to the extent of the land in which the Order is deemed to authorise the purchase of an interest by virtue of subsection (1) is to be determined by the tribunal.

(3) Where the Order is deemed by virtue of subsection (1) to authorise the purchase of an interest in land, the acquiring authority may, at any time within the period of six weeks beginning with the date of the determination, withdraw the notice to treat in consequence of which the determination was made; but nothing in this subsection prejudices any other power of the authority to withdraw the notice.”.

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

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land);

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

5. Section 11 of the 1965 Act (powers of entry) is so modified as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right, it has power, exercisable in equivalent circumstances and subject to equivalent conditions to those provided for in that section, to enter for the purpose of exercising that right; and sections 12 (penalty for unauthorised entry) and 13 (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

6. Section 20 of the 1965 Act (protection for interests of tenants at will, etc.) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if

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any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right in question.

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

SCHEDULE 7

Article 23

Land of which temporary possession may be taken

PART 1

<i>(1)</i> Area	<i>(2)</i> Number of land shown on land plans	<i>(3)</i> Purpose for which temporary possession may be taken	<i>(4)</i> Relevant part of the Authorised project
District of East Lindsey	24	Worksite and access for the construction and carrying out of the authorised project	Works Nos. 7, 8 and 9
District of East Lindsey	30 – 33 35 – 36 61 – 62 75 – 76 81 – 86 88 98 – 102 109 – 110 121 131 146 153 157 – 159 161	Worksite and access for the construction and carrying out of the authorised project	Work No. 9

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Relevant part of the Authorised project</i>
District of East Lindsey	41 44 – 45 47- 49	Laying and use of temporary vehicular access track	Works Nos. 7, 8 and 9
District of East Lindsey	50 – 56 60 73 89 – 90 92 – 93 95 – 96 103 114 – 116 127 132 134 136 – 137 139 142 – 143 150 155	Laying and use of temporary vehicular access track	Work No. 9
District of East Lindsey	81 144 147 149 160	Laying of temporary public footpaths and bridleways	Work No. 9

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<i>(1)</i> Area	<i>(2)</i> Number of land shown on land plans	<i>(3)</i> Purpose for which temporary possession may be taken	<i>(4)</i> Relevant part of the Authorised project
North Lincolnshire	East 163 201 239 241 270 325	Laying of temporary public footpaths and bridleways	Work No. 9
North Lincolnshire	East 172 182 186 193 – 195 197 201 214 – 215 228 – 231 234 236 – 237 244 248 259 – 260 264 – 266 269 – 270 273 278 280 – 282 284 – 286	Worksite and access for the construction and carrying out of the authorised project	Work No. 9



<i>(1)</i> Area	<i>(2)</i> Number of land shown on land plans	<i>(3)</i> Purpose for which temporary possession may be taken	<i>(4)</i> Relevant part of the Authorised project
	288 – 289  295  304  306 – 307  312  316 – 317  321 – 323  325 – 326  328		
North Lincolnshire  East	179  181  198  217  221 – 225  241  262  275 – 276  292  300  302 – 303  305  309  318  330	Laying and use of temporary vehicular access track	Work No. 9
North Lincolnshire	333 – 335	Worksite and access for the construction and	Work No. 9

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Relevant part of the Authorised project</i>
	341 – 342 345 347 – 350 356 358 366 – 367 371 – 372 381 – 382 387 – 388 398 – 399 401 – 402	carrying out of the authorised project	
North Lincolnshire	336 339 – 340 343 – 344 355 – 356 358 363 376 – 377 384 – 385	Laying and use of temporary vehicular access track	Work No. 9
North Lincolnshire	405	Worksite and access for the construction and carrying out of the authorised project	Works Nos. 9, 10 and 11
North Lincolnshire	411 – 414 416	Laying and use of temporary vehicular access track	Works Nos. 10, 11 and 12

## PART 2

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on land plans</i>
District of East Lindsey	34 42 – 43 46 59 67 87 117 – 120 135 138
North East Lincolnshire	202 – 204 210 – 211 249 – 250 263 290 – 291 298 – 299 301 308 310 – 311 327 329
North Lincolnshire	389

SCHEDULE 8

Article 35

Deemed Marine Licences under the Marine and  
Coastal Access Act 2009 – Deemed Marine Licence 1

PART 1

Licensed marine activities

**Interpretation**

1.—(1) In this licence—

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“ancillary vessel” means any vessel other than a construction vessel or a survey vessel;

“ancillary works” means the ancillary works described in paragraph 2 of this Part of this licence which are not development within the meaning of section 32 of the 2008 Act;

“Annex I Habitat” means such habitat as defined under the EU Council [Directive 92/43/EEC](#) on the Conservation of Natural Habitats and of Wild Fauna and Flora<sup>(30)</sup>;

“authorised deposits” means the substances and articles specified in paragraph 2(3) of Part 1 of this licence;

“authorised development” means the development described in Part 1 of Schedule 1 of the Order, which is development within the meaning of section 32 of the 2008 Act;

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

“authorised scheme” means Work No. 1 described in paragraph 2 of this Part of this licence;

“commence” means the first carrying out of any part of the licensed activities, save for pre-construction surveys and monitoring, and “commencement” shall be construed accordingly;

“construction vessel” means any vessel involved in the course of or used for the construction and/or maintenance of the authorised project;

“debris” means items or equipment of a significant size left on the seabed being lost from survey or construction vessels;

“electrical circuit” means a number of electrical conductors necessary to transmit electricity between two points within the authorised project; this comprises, in the case of HVAC transmission, three conductors which may be bundled as one cable, and, in the case of HVDC transmission two conductors, which may be attached together or take the form of single cables: the circuit may include one or more auxiliary cables (normally fibre optic cables) for the purpose of control, monitoring, protection or general communications;

“enforcement officer” means a person authorised to carry out enforcement duties under Part 4, Chapter 3 of the 2009 Act;

“the Environmental Statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order;

“gravity base foundation” means either—

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(30) OJ No L 206, 22.7.1992, p7, last amended by Council Directive 2013/17/EU (OJ No L 158, 10.6.2013, p193).

- (a) a structure principally of concrete and/or steel which rests on the seabed due either to its own weight and that of added ballast or to the weight of water above it, and may include associated equipment including suction piles, J-tubes and access platforms; or
- (b) a structure principally of concrete and/or steel consisting of a platform supported on two pontoons to which the platform is connected by columns which may be connected by braces;

“HVAC” means high voltage alternating current;

“HVDC” means high voltage direct current;

“inter-array electrical circuits” means the circuits described in paragraph 2(2)(b) of Part 1 of this licence;

“jacket foundation” means a lattice construction comprising tubular members and joints which are fixed to the seabed with piles (either driven/drilled piles or suction piles) and which will include platforms and J-tubes and may include braced monopiles and a transition piece;

“the Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO;

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

“the licence conditions” means the conditions set out in Part 2 of this licence;

“licence-holder” means Heron Wind Limited;

“maintain” includes, to the extent assessed in the environmental statement—

- (a) inspect, repair, adjust and alter; and
- (b) in respect of any of the ancillary works and any component part of any wind turbine generator, offshore accommodation platform, offshore HVAC collector substation, offshore HVDC converter station or offshore reactive compensation substation described in Part 1 of Schedule 1 (authorised development) of the Order also includes remove, reconstruct and replace,

but does not include the alteration, removal or replacement of foundations; and “maintenance” shall be construed accordingly;

“the Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence or any successor to its statutory functions;

“the Maritime and Coastguard Agency” or “MCA” means the executive agency of the Department for Transport or any successor to its statutory functions;

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

“mean low water springs” or “MLWS” means the lowest level which spring tides reach on average over a period of time;

“monopile foundation” comprises a large diameter steel or concrete tube or pile driven vertically into the seabed, J-tubes and platforms and may include external structural devices such as bracing members or steel anchor wires and a transition piece;

“Natural England” means the body established by section 1 of the Natural Environment and Rural Communities Act 2006 or any successor to its statutory functions;

“Notice to Mariners” includes any Notice to Mariners which may be issued by Admiralty, Trinity House, Queen’s harbourmasters, government departments and harbour and pilotage authorities;

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“offshore accommodation platform” means a platform housing or incorporating temporary accommodation, landing ports for vessels and/or helicopters, standby electricity generation equipment, marking and lighting and other equipment facilities to assist in the co-ordination of marine activities related to the authorised scheme;

“offshore HVAC collector substation” means a structure serving as a collection point for the inter-array electrical circuits and containing equipment with the purpose of transforming the electricity generated at the wind turbines to a higher voltage; it may also include a helicopter platform;

“offshore HVDC converter station” means a structure which contains equipment to convert HVAC electricity to HVDC electricity; it may also include a helicopter platform;

“the offshore works plans” means the part of the works plans described as the offshore works plans;

“the Order limits” means the limits shown on the works plans within which the authorised project may be carried out;

“the Order” means the Hornsea One Offshore Wind Farm Order 2014;

“the project description” means the document certified as the project description by the Secretary of State for the purposes of the Order and submitted with the application on 30th July 2013 (Chapter Three, Volume One of the Environmental Statement);

“suction pile” means a large diameter steel cylinder which is fixed to the base of the foundation and partially penetrates the seabed and remains in place using its weight and hydrostatic pressure differential;

“survey vessels” means the vessels licensed to carry out environmental or engineering surveys;

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

“the UK Hydrographic Office” means the Hydrographic Office of the Ministry of Defence, Taunton, Somerset TA1 2DN or any replacement body or successor to its functions;

“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 and including ancillary vessels and construction vessels;

“VHF” means very high frequency;

“Wind Farm Area 1” means the area within the limits of deviation for Work No. 1 of which the co-ordinates are specified in Part 1 of Schedule 1 of the Order and shown on the works plans;

“Wind Farm Area 2” means the area within the limits of deviation for Work No. 2 of which the co-ordinates are specified in Part 1 of Schedule 1 of the Order and shown on the works plans;

“Wind Farm Area 3” means the area within the limits of deviation for Work No. 3 of which the co-ordinates are specified in Part 1 of Schedule 1 of the Order and shown on the works plans;

“wind turbine generator” or “wind turbine” means a structure comprising any or all of a tower, rotor, blades, nacelle and ancillary electrical and other equipment or structures which may include lighting and a helicopter platform, fixed to a foundation;

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

“Work No. 1” means an offshore wind generating station within Wind Farm Area 1 and described as Work No. 1 in paragraph 2 of Part 1 of this licence;

“Work No. 2” means an offshore wind generating station within Wind Farm Area 2 and described as Work No. 2 in Part 1 of Schedule 1 of the Order;

“Work No. 3” means an offshore wind generating station within Wind Farm Area 3 and described as Work No. 3 in Part 1 of Schedule 1 of the Order;

“Work No. 4” means up to five offshore HVAC collector substations and, in the event that the mode of transmission is HVDC, up to two offshore HVDC converter stations together with a network of electrical circuits connecting the structures within Work No. 4;

“the works plans” means the plans certified as the works plans by the Secretary of State for the purposes of the Order divided into three parts and described as the offshore works plans, the intertidal works plans and the onshore works plans.

(2) A reference to any statute, order, regulation or similar instrument shall be construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

- (a) all times shall be taken to be Greenwich Mean Time (GMT);
- (b) all co-ordinates shall be taken to be latitude and longitude degrees, minutes and seconds to three decimal places in WGS84 Datum.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence shall be—

(a) Marine Management Organisation

Marine Licensing Team

Lancaster House

Hampshire Court

Newcastle upon Tyne

NE4 7YH

Tel: 0300 123 1032

Email: [marine.consents@marinemangement.org.uk](mailto:marine.consents@marinemangement.org.uk)

(b) Marine Management Organisation (referred to as the “MMO Coastal Office”)

Estuary House

Wharnccliffe Road

Grimsby

Lincolnshire

DN31 3QL

Tel: 01472 355 112

(c) Trinity House

Tower Hill

London

EC3N 4DH

Tel: 020 7481 6900

(d) The United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset

TA1 2DN

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Tel: 01823 337 900

(e) Maritime and Coastguard Agency

Navigation Safety Branch

Bay 2/04

Spring Place

105 Commercial Road

Southampton

SO15 1EG

Tel: 023 8032 9191

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244

(g) Natural England

Foundry House

3 Millsands

Riverside Exchange

Sheffield

S3 8NH

Tel: 0300 060 4911

(h) Joint Nature Conservation Committee

Inverdee House

Baxter Street

Aberdeen

AB11 9QA

Tel: 01224 266 550

(i) English Heritage

Eastgate Court

195-205 High Street

Guildford

GU1 3EH

Tel: 01483 252 057

**Details of licensed activities**

2.—(1) This licence authorises the licence-holder (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities pursuant to section 66(1) of the 2009 Act, subject to the licence conditions—

- (a) the deposit at sea of the substances and articles specified in sub-paragraph (3) below;



- (b) the construction of works in or over the sea and/or on or under the sea bed;
  - (c) dredging;
  - (d) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
  - (e) the disposal at disposal site reference HU206 (Hornsea Project One Subzone 1) of—
    - (i) in the event that an offshore accommodation platform is constructed under this licence up to 434,004 m<sup>3</sup> or, if no part of Work No.3 is constructed, up to 641,385 m<sup>3</sup>, of inert material of natural origin produced during construction drilling and seabed preparation for foundation works comprised in Work No. 1; or
    - (ii) in the event that no offshore accommodation platform is constructed under this licence up to 414,762 m<sup>3</sup> or, if no part of Work No.3 is constructed, up to 622,143 m<sup>3</sup>, of inert material of natural origin produced during construction drilling and seabed preparation for foundation works comprised in Work No. 1; and
  - (f) the removal of the substances and articles specified in sub-paragraph (3) below.
- (2) Such activities are authorised in relation to the construction, maintenance and operation of—
- Work No. 1* — an offshore wind generating station within Wind Farm Area 1, whose coordinates constitute the limits of deviation for Work. No.1 and are specified in Table 1, comprising—
- (a) up to 80 or, if no part of Work No. 3 is constructed, up to 120 wind turbine generators fixed to the seabed;
  - (b) a network of subsea inter-array electrical circuits connecting the structures comprised in Work No. 1—
    - (i) with each other;
    - (ii) with any other structure located within Wind Farm Area 1; and
    - (iii) (for the purpose of connecting any structure comprised in Work No. 1 with any structure comprised in Works Nos. 2, 3 and 4) with the network of electrical circuits comprised in Works Nos. 2, 3 and 4;
  - (c) up to one offshore accommodation platform fixed to the seabed which may be connected to one of the offshore HVAC collector substations or offshore HVDC converter stations within Work No. 4 by an unsupported steel bridge, provided that the combined total of offshore accommodation platforms constructed in whole or in part within Works Nos. 1, 2 and 3 does not exceed two.

**Table 1: Co-ordinates for Wind Farm Area 1 (limits of deviation for Work No. 1)**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 58' 42.179" N	1° 44' 31.880" E
2	53° 55' 46.445" N	1° 47' 47.796" E
3	53° 56' 22.870" N	1° 51' 57.409" E
4	53° 55' 31.318" N	1° 52' 54.282" E
5	53° 49' 58.944" N	1° 58' 59.804" E
6	53° 50' 5.118" N	1° 38' 58.430" E
7	53° 55' 9.293" N	1° 39' 52.024" E
8	53° 56' 3.228" N	1° 41' 0.143" E

*Status: This is the original version (as it was originally made).*

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
9	53° 56' 29.670" N	1° 43' 45.592" E
10	53° 58' 17.828" N	1° 41' 46.795" E

In connection with such Work No. 1, further associated development as may be necessary or expedient in connection with the authorised scheme within the Order limits and which fall within the scope of the environmental impact assessment recorded in the Environmental Statement;

In connection with such Work No. 1, ancillary works consisting of works and operations within the Order limits comprising temporary anchorage of vessels and buoys, beacons, fenders and other navigational warning or ship impact protection works.

(3) The substances or articles authorised for deposit at sea are—

- (a) iron and steel;
- (b) stone and rock;
- (c) concrete;
- (d) sand and gravel;
- (e) plastic and synthetic; and
- (f) material extracted from within Wind Farm Area 1 during construction drilling and seabed preparation for foundation works.

(4) The grid co-ordinates for disposal site reference HU206 (Hornsea Project One Subzone 1) are specified in Table 2.

**Table 2: Co-ordinates for disposal site HU206**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 58' 42.179" N	1° 44' 31.880" E
2	53° 55' 46.445" N	1° 47' 47.796" E
3	53° 56' 22.870" N	1° 51' 57.409" E
4	53° 55' 31.318" N	1° 52' 54.282" E
5	53° 55' 37.592" N	1° 53' 38.108" E
6	53° 55' 23.329" N	1° 55' 20.262" E
7	53° 55' 8.162" N	1° 56' 10.619" E
8	53° 55' 35.429" N	1° 59' 20.944" E
9	53° 55' 2.525" N	1° 59' 45.776" E
10	53° 55' 22.663" N	2° 2' 14.219" E
11	53° 56' 16.303" N	2° 1' 15.269" E
12	53° 56' 46.586" N	2° 5' 4.031" E
13	53° 57' 12.481" N	2° 4' 32.376" E
14	53° 57' 24.509" N	2° 6' 6.700" E
15	53° 50' 10.018" N	2° 13' 57.158" E
16	53° 49' 14.297" N	2° 11' 36.820" E

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
17	53° 49' 58.584" N	1° 59' 54.762" E
18	53° 49' 58.944" N	1° 58' 59.804" E
19	53° 50' 5.118" N	1° 38' 58.430" E
20	53° 55' 9.293" N	1° 39' 52.024" E
21	53° 56' 3.228" N	1° 41' 0.143" E
22	53° 56' 29.670" N	1° 43' 45.592" E
23	53° 58' 17.828" N	1° 41' 46.795" E

(5) The provisions of section 72 of the 2009 Act shall apply to this licence, save that the provisions of section 72(7) and 72(8) relating to the transfer of the licence shall only apply to a transfer not falling within article 34 of the Order.

### **Duration**

3. This licence shall remain in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the Energy Act 2004, 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.

## **PART 2**

### **Licence conditions**

#### **Design parameters**

- 1.—(1) All wind turbine generators forming part of Work No. 1 must not—
  - (a) be less than 82 metres to the turbine hub when measured from MHWS;
  - (b) exceed a height of 200 metres from MHWS to the upper tip of the vertical blade;
  - (c) exceed a rotor diameter of 178 metres;
  - (d) be less than 22 metres from MHWS to the lowest point of the rotating blade; or
  - (e) be less than 924 metres from the nearest wind turbine generator in all directions.
 (2) References to the location of a wind turbine generator are references to the centre point of the turbine.
2. Any offshore accommodation platform forming part of Work No. 1 must not—
  - (a) exceed 60 metres in height above MHWS;
  - (b) have a platform which at its greatest extent exceeds, 3,600 m<sup>2</sup> or 60 metres in width.
3. The diameter of the electrical circuits comprising the electrical circuits within Work No. 1 must not exceed 170 mm.
4. The electrical circuits comprised in Work No. 1 must be installed by use of, or a combination of, ploughing, trenching, jetting, rock-cutting, dredging, surface laying with post lay burial, and where ground conditions make burial impracticable, by surface laying.

*Status: This is the original version (as it was originally made).*

5.—(1) The licence-holder must in fixing to the seabed any structures comprised in Work No. 1 use one of the following methods—

- (a) monopile foundations;
- (b) jacket foundations supported by piles; or
- (c) gravity base foundations.

(2) The following parameters apply in respect of the foundation methods used to fix wind turbine generators comprised in Work No. 1 to the seabed—

- (a) where monopile foundations are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,419 m<sup>2</sup>;
  - (ii) the diameter of each foundation must not exceed 8.5 metres;
- (b) where jacket foundations (driven/drilled piles) are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 707 m<sup>2</sup> per wind turbine;
  - (ii) the number of piles per jacket must not exceed four;
  - (iii) the diameter of each pile must not exceed three metres;
- (c) where jacket foundations (suction piles) are used—
  - (i) the area occupied by the foundations and scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
  - (ii) the number of piles per jacket must not exceed four;
  - (iii) the diameter of each pile must not exceed 15 metres;
- (d) where gravity base foundations are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
  - (ii) the seabed levelling diameter must not exceed 70 metres;
  - (iii) the cone diameter must not exceed 50 metres at its base.

(3) The following parameters apply in respect of the foundation methods used to fix offshore accommodation platforms comprised in Work No. 1 to the seabed—

- (a) where monopile foundations are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,419 m<sup>2</sup>;
  - (ii) the diameter of each foundation must not exceed 8.5 metres;
- (b) where jacket foundations (driven/drilled piles) are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,414 m<sup>2</sup>;
  - (ii) the number of piles must not exceed eight;
  - (iii) the diameter of each pile must not exceed three metres;
- (c) where jacket foundations (suction piles) are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
  - (ii) the number of piles per jacket must not exceed eight;

- (iii) the diameter of each pile must not exceed 15 metres;
- (d) where gravity base foundations are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
  - (ii) the seabed levelling diameter must not exceed 70 metres;
  - (iii) the cone diameter must not exceed 50 metres at its base.
- (4) The combined total volume of scour protection for the wind turbine generators and the offshore accommodation platform forming part of Work No. 1 must not exceed 1,079,839 m<sup>3</sup> or, if no part of Work No.3 is constructed, must not exceed 1,613,093 m<sup>3</sup>.
- (5) In the event that no offshore accommodation platform is constructed under this licence, the combined total volume of scour protection for the wind turbine generators forming part of Work No. 1 must not exceed 1,066,508 m<sup>3</sup> or, if no part of Work No. 3 is constructed, must not exceed 1,599,762 m<sup>3</sup>.

### **Notifications and inspections**

- 6.—(1) The licence-holder shall ensure that—
  - (a) a copy of this licence and any subsequent amendments or revisions to it are provided to—
    - (i) all agents and contractors notified to the MMO in accordance with the conditions of this licence; and
    - (ii) the masters and transport managers responsible for the vehicles notified to the MMO in accordance with the conditions of this licence.
  - (b) Within 28 days of receipt of a copy of this licence those persons referred to in subparagraph (a) shall provide a completed confirmation form to the MMO confirming their understanding of the terms and conditions of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 16 are permitted to carry out the licensed activities.
- (3) Copies of this licence shall also be available for inspection at the following locations—
  - (a) the licence-holder's registered address;
  - (b) any site office located at or adjacent to the construction site and used by the licence-holder or its agents and contractors responsible for the loading, transportation or deposit for the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits are to be made.
- (4) The documents referred to in paragraph (1)(a) shall be available for inspection by an enforcement officer at the locations set out in paragraph (3) above at any time.
- (5) The licence-holder must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The licence-holder must inform the MMO in writing at least five working days prior to the commencement of the licensed activities or any phase of them.
- (7) Prior to the commencement of the licensed activities the licence-holder must publish in the Kingfisher Fortnightly Bulletin details of the vessel routes, timings and locations relating to the construction of the authorised scheme.

*Status: This is the original version (as it was originally made).*

(8) The licence-holder shall ensure that a Notice to Mariners is issued at least ten days prior to the commencement of the licensed activities advising of the commencement of licensed activities within Wind Farm Area 1 and the expected vessel routes from the local service ports to the turbine locations.

(9) The Notices to Mariners must be updated and reissued not less frequently than weekly and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under licence condition 13(2)(a). Copies of all notices shall be provided to the MMO.

(10) The licence-holder must notify—

- (a) the UK Hydrographic Office of commencement (within two weeks), progress and completion (within two weeks) of the authorised scheme in order that all necessary amendments to nautical charts are made; and
- (b) the MMO once the authorised scheme is completed and any required lighting or marking has been established.

### **Aids to navigation**

7. The licence-holder must during the whole period from the start of construction of the authorised scheme seaward of MHWS to the completion of decommissioning—

- (a) 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;
- (b) colour all structures in the authorised scheme as directed by Trinity House;
- (c) notify Trinity House as soon as reasonably practicable of both the progress and completion of the authorised scheme (or any phase of it) and any aids to navigation established from time to time;
- (d) provide reports on the working condition of aids to navigation periodically as requested by Trinity House;
- (e) notify Trinity House and the MMO of any failure of the aids to navigation and the timescales in which such failure will be remedied, as soon as possible and no later than 24 hours following the licence-holder becoming aware of any such failure.

### **Provision against danger to navigation**

8. In case of injury to, or destruction or decay of, the authorised scheme or any part of it seaward of MHWS the licence-holder must as soon as reasonably practicable, and no later than 24 hours following the licence-holder becoming aware of any such injury, destruction or decay, notify Trinity House and must lay down such buoys, exhibit such lights and take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

### **Navigational Practice, Safety and Emergency Response**

9.—(1) No part of the authorised scheme seaward of MHWS is to commence until the Secretary of State, in consultation with the MCA, has given written approval for an Emergency Response and Co-operation Plan which includes full details of the emergency co-operation plans for the construction, operation and decommissioning phases of that part of the authorised scheme in accordance with the MCA recommendations contained within MGN 371 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues”.

(2) No authorised scheme seaward of MHWS is to commence until the Secretary of State, in consultation with the MCA, has confirmed in writing that the licence-holder has taken into account and, so far as is applicable to that stage of the development, adequately addressed all MCA

recommendations as appropriate to the authorised scheme contained within MGN 371 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (including its annexes).

(3) The Emergency Response and Co-operation Plan must be implemented as approved, unless otherwise agreed in writing by the Secretary of State, in consultation with the MCA.

(4) The licence-holder must during the whole period from the start of construction of the authorised scheme seaward of MHWS to the completion of decommissioning provide relevant information to the MCA to assist in the timely and efficient issuing of notices to mariners and other navigational warnings of the position and nature of the works, such information to be provided to mariners in the shipping and fishing industry as well as to recreational mariners.

### **Colour and lighting**

**10.** Except as otherwise required by Trinity House under condition 7, the licence-holder must colour all structures comprised in Work No. 1 submarine grey (colour code RAL 7035).

### **Chemicals, drilling and debris**

**11.—(1)** All chemicals used in the construction of the authorised scheme shall be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002(31) (as amended), unless otherwise agreed in writing by the MMO.

(2) The licence-holder shall ensure that any coatings or treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive or the Environment Agency Pollution Prevention Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances shall be undertaken so as to prevent releases into the marine environment including bunding of 110 per cent of the total volume of all reservoirs and containers.

(4) Where foundation drilling works are proposed, in the event that any system other than water based mud is proposed the MMO’s written approval in relation to the proposed disposal of any arisings shall be obtained before the drilling commences, which disposal may also require a marine licence.

(5) The licence-holder shall ensure that any debris arising from the construction of the authorised scheme or temporary works placed below MHWS are removed on completion of the authorised scheme, where practicable.

(6) Prior to the commencement of the licensed activities the licence-holder must submit to the MMO an audit sheet covering all aspects of the construction of the authorised scheme and no works shall commence until the audit sheet content has been agreed with the MMO. The audit sheet shall include details of—

- (a) loading facilities;
- (b) vessels;
- (c) equipment;
- (d) shipment routes;
- (e) working schedules; and
- (f) all components and materials to be used in the construction of the authorised scheme.

(7) The audit sheet shall be maintained throughout the construction of the authorised scheme and the MMO shall be notified of any changes on a fortnightly basis.

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(31) 2002/1355, as amended by S.I. 2011/982. There are amendments to instrument not relevant to this Order.

*Status: This is the original version (as it was originally made).*

(8) In the event that the MMO becomes aware that any of the materials on the audit sheet cannot be accounted for it shall require the licence-holder to carry out a side scan sonar survey to plot all obstructions across Wind Farm Area 1 where construction works and related activities have been carried out under this licence. Local fishermen shall be invited to send a representative to be present during the survey. Any new obstructions that the MMO believes to be associated with the authorised scheme shall be removed at the licence-holder's expense, where practicable.

(9) The licence-holder shall inform the MMO of the location and quantities of inert material disposed of each month under this licence, by submission of a disposal return by 31st January each year for disposals occurring during the months July to December inclusive of the preceding year, and by 31st July each year for disposals occurring during the months January to June inclusive of that year.

(10) The licence-holder shall ensure that only inert material of natural origin, produced during construction drilling and seabed preparation for foundation works comprised in Work No. 1, and drilling mud shall be disposed of at disposal site reference HU206 (Hornsea Project One Subzone 1).

(11) The licence-holder shall ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete, cement mixing and washing areas should be contained to prevent run-off entering the water through the freeing ports.

(12) The licence-holder shall ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

### **Force majeure**

**12.** If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit—

- (a) authorised deposits outside of Wind Farm Area 1 or disposal site reference HU206 (Hornsea Project One Subzone 1); or
- (b) unauthorised deposits within or outside of Wind Farm Area 1 or disposal site reference HU206 (Hornsea Project One Subzone 1),

because the safety of human life and/or of the vessel is threatened, full details of the circumstances of the deposit shall be notified to the MMO within 48 hours.

### **Pre-construction plans and documentation**

**13.—**(1) The licensed activities shall not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO—

- (a) to ensure conformity with the description of Work No. 1 and compliance with licence conditions 1 to 5 above, a plan, to be agreed in writing with the MMO in consultation with Trinity House and the MCA, which shows—
  - (i) the proposed location and choice of foundation of all wind turbine generators and offshore accommodation platforms, subject to any micro-siting required due to anthropological constraints, environmental constraints, difficult ground conditions or to give adequate spacing between other infrastructure;
  - (ii) the proposed location and height of bridge links;
  - (iii) the height to the tip of the vertical blade, height to the centreline of the generator shaft forming part of the hub, rotor diameter and spacing of all wind turbine generators;
  - (iv) whether an accommodation platform will be built as part of Work No. 1 and, if so, the height, length and width of that offshore accommodation platform;



- (v) the length and arrangement of all electrical circuits comprising Work No. 1 subject to any micro-siting required due to anthropological constraints, environmental constraints or difficult ground conditions;
- (vi) the proposed dimensions of all monopile foundations;
- (vii) the proposed dimensions of all gravity base foundations;
- (viii) the proposed dimensions of all jacket foundations; and
- (ix) the proposed layout of all wind turbine generators and any offshore accommodation platform including all exclusion zones comprised in the licensed activities and showing the indicative programming of particular works as set out in the indicative programme to be provided under paragraph (2)(a).

(2) The licensed activities, or any phase of those activities, shall not commence until a Code of Construction Practice incorporating the following (insofar as relevant to that activity or phase of activity) has been submitted to and approved in writing by the MMO—

- (a) a construction and monitoring programme to include details of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant, delivery of materials and installation works; and
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post construction monitoring, and related reporting in accordance with licence conditions 18 to 20. The pre-construction survey programme and all pre-construction survey methodologies shall be submitted to the MMO at least four months prior to the commencement of any survey works detailed within;
- (b) a construction method statement in accordance with the project description and Environmental Statement and including details of—
  - (i) foundation installation, including any seabed preparation, drilling and disposal of arisings methods;
  - (ii) turbine installation, including any seabed preparation and scour protection;
  - (iii) installation of any offshore accommodation platform, including any seabed preparation and scour protection;
  - (iv) circuit installation, including any seabed preparation and circuit protection;
  - (v) contractors;
  - (vi) vessels; and
  - (vii) associated works;
- (c) a project environmental management and monitoring plan 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 scheme in relation to all activities carried out below MHWS;
  - (ii) a chemical risk analysis to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) offshore project maintenance plans including offshore electrical circuit maintenance;
  - (v) locations of any archaeological exclusion zones agreed as part of the written scheme of archaeological investigation approved under sub-paragraph (g);

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- (vi) the appointment and responsibilities of a fisheries liaison officer and an environmental liaison officer; and
- (vii) a disposal plan detailing the locations, methods and timings of dredging and disposal, as well as disposal site monitoring requirements;
- (d) a scour protection management and cable armouring plan providing details of the need, type, sources, quantity, location and installation methods for scour protection and cable armouring to be within the scope of the environmental impact assessment recorded in the Environmental Statement;
- (e) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol following current best practice as advised by the statutory nature conservation agencies, to include, but not be limited to—
  - (i) identification of a Marine Mammal Monitoring Zone (MMMZ);
  - (ii) appointment of an appropriate number of suitably qualified marine mammal observer(s);
  - (iii) methods for the detection of marine mammals within the MMMZ whether visually (by the marine mammal observer(s)) or acoustically using Passive Acoustic Monitoring equipment or other means of detection;
  - (iv) a reporting methodology to enable efficient communication between the marine mammal observer(s) and the person responsible for approving commencement of piling;
  - (v) an appropriate soft start procedure whereby piling activities do not commence until an agreed time has elapsed and during which marine mammals have not been detected within the MMMZ; and
  - (vi) where appropriate, methods for the application of acoustic deterrent devices;
- (f) cable specification and installation plan, to include—
  - (i) technical specification of offshore electrical circuits, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice; and
  - (ii) a detailed cable laying plan, including geotechnical data, cable laying techniques and a cable burial risk assessment encompassing the identification of any cable protection which exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA) to be taken to ensure existing and future safe navigation is not compromised;
- (g) a written scheme of archaeological investigation in relation to Wind Farm Area 1 in accordance with industry good practice to include—
  - (i) details of responsibilities of the licence-holder, archaeological consultant and contractor;
  - (ii) a methodology for any further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) analysis and reporting of survey data to be submitted to the MMO within four months of survey completion;
  - (iv) delivery of any mitigation including, where necessary, archaeological exclusion zones;
  - (v) monitoring during and post construction, including a conservation programme for finds;

- (vi) archiving of archaeological material; and
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme;
  - (h) a marine mammal monitoring plan setting out the circumstances in which marine mammal monitoring will be required and the monitoring to be carried out in such circumstances; and
  - (i) an offshore project maintenance plan to be submitted to the MMO at least four months prior to commencement of the operation of the licensed activities and to include provision for the review and resubmission of the plan every three years during the operational phase.
- (3) Prior to the submission of the pre-construction plans and documentation required by this condition the licence-holder must provide a copy of the plans and documentation to the other undertakers listed in Article 3 of the Order.

(4) The other undertakers must provide any comments on the plans and documentation to the undertaker within 14 days of receipt of the plans and documentation.

(5) The licence-holder shall participate in liaison meetings with other undertakers listed in Article 3 of the Order as requested from time to time by the MMO in writing in advance, which meetings shall be chaired by the MMO and shall consider such matters as are determined by the MMO relating to the efficient operation of a deemed marine licence where it has an impact on the efficient operation of any other deemed marine licence issued under the Order (including as varied or transferred).

(6) Prior to giving its approval under paragraph (2), the MMO must—

- (a) in relation to any programme, statement, plan or protocol submitted under sub-paragraphs (a) to (e) or (h), consult with the relevant statutory nature conservation body; and
- (b) in relation to a scheme submitted under sub-paragraph (g), consult with English Heritage.

**14.** The licence-holder shall ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting an English Heritage OASIS form with a digital copy of the report.

**15.—(1)** Each programme, statement, plan, protocol or scheme required to be approved under condition 13—

- (a) shall be submitted for approval at least four months prior to the intended start of construction, except where otherwise stated or where an alternative date is agreed in writing by the MMO; and
- (b) shall be accompanied by—
  - (i) a statement confirming that the licence-holder has complied with condition 13(3) in relation to such programme, statement, plan, protocol or scheme; and
  - (ii) any comments received by the licence-holder under condition 13(4), or a statement from the licence-holder confirming that no such comments were received.

(2) The licence-holder shall comply with all documents approved under licence condition 13 in carrying out the licensed activities except to the extent agreed in writing by the MMO.

(3) Prior to agreeing an alternative date under paragraph (1)(a) or a change to approved details under paragraph (2) relating to any document in respect of which consultation is required under condition 13(6), the MMO must consult with the relevant consultation body referred to in that condition.

#### **Reporting of engaged agents, contractors and vessels**

**16.—(1)** The licence-holder shall provide the following information to the MMO—

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- (a) the name and function of any agent or contractor appointed to engage in the licensed activities at least five working days prior to the commencement of the licensed activities or any part of them; and
- (b) each week during the construction of the authorised scheme, a completed Hydrographic Note H102 listing the construction vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO and MMO Coastal Office in writing prior to the agent, contractor or vessel engaging in the licensed activities. All agents, contractors and/or vessel operators will abide by the conditions set out in this licence.

### **Equipment and Operation of Vessels Engaged in Licensed Activities**

17.—(1) All vessels employed to perform the licensed activities shall be constructed and equipped to be capable of the proper performance of such activities in accordance with the conditions of this licence and shall comply with paragraphs (2) to (6).

(2) All motor powered vehicles must be fitted with—

- (a) electronic positioning aid to provide navigational data;
- (b) radar;
- (c) echo sounder; and
- (d) multi-channel VHF.

(3) No radio beacon or radar beacon operating on the marine frequency bands shall be installed or used without the prior written approval of the Secretary of State.

(4) All vessels' names or identification shall be clearly marked on the hull or superstructure of the vessel.

(5) All communication on VHF working frequencies shall be in English.

(6) No vessel shall engage in the licensed activities until all the equipment specified in paragraph (2) is fully operational.

### **Pre-construction monitoring and surveys**

18.—(1) The licence-holder must, when submitting details under condition 13(2)(a)—

- (a) in relation to proposed pre-construction surveys, include methodologies and timings, and specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement; and
- (b) in relation to the baseline report proposals, ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and shall make clear what post-construction comparison is intended and the justification for this being required.

(2) Subject to receipt from the licence-holder of specific proposals pursuant to this condition, it is expected that the pre-construction surveys will comprise, in outline—

- (a) a high resolution swath bathymetric survey to include a 100% coverage and a side scan sonar survey of the part(s) of Wind Farm Area 1 in which it is proposed to carry out construction works and disposal activities under this licence, including a 500m buffer around the site of each works;
- (b) a survey of existing ornithological activity covering the part(s) of Wind Farm Area 1 within which it is proposed to carry out construction works under this licence, and any

- wider area(s) where appropriate, which is required to test predictions in the Environmental Statement concerning key ornithological interests of relevance to the authorised scheme;
- (c) a survey to determine the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance in the part(s) of Wind Farm Area 1 in which it is proposed to carry out construction works under this licence; and
  - (d) any marine mammal monitoring required by the marine mammal monitoring plan submitted in accordance with condition 13(2)(h).

### **Construction monitoring**

**19.**—(1) The licence-holder must, when submitting details of proposed construction monitoring under condition 13(2)(a), include methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement.

(2) Subject to receipt from the licence-holder of specific proposals pursuant to this condition, it is expected that the construction monitoring will comprise, in outline—

(3) except to the extent agreed in writing by the MMO, measurements of noise generated by the installation of the first four foundations of each discrete foundation type to be constructed under this licence where driven or part-driven pile foundations are used; and

(4) recording of any visual sightings or acoustic detection of marine mammals where required as part of the marine mammal mitigation protocol under condition 13(2)(e).

(5) The results of the initial noise measurements monitored in accordance with paragraph (2)(a) must be provided to the MMO within six weeks of the installation of the first four foundations of each discrete foundation type. The assessment of this report by the MMO shall determine whether any further noise monitoring is required.

(6) Construction monitoring shall include vessel traffic monitoring by Automatic Identification System for the duration of the construction period. A report will be submitted to the MMO and the MCA at the end of each year of the construction period.

### **Post construction**

**20.**—(1) The licence-holder must, when submitting details of proposed post-construction surveys under condition 13(2)(a), include methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals shall specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement.

(2) Subject to receipt of specific proposals, it is expected that the post-construction surveys will comprise, in outline—

(a) an ornithological survey covering the part(s) of Wind Farm Area 1 within which construction works were carried out under this licence, and any wider area(s) where appropriate, which is required to test predictions in the Environmental Statement concerning key ornithological interests of relevance to the authorised scheme;

(b) a high resolution swath bathymetric survey of the following to assess any changes in bedform morphology—

(i) a representative sample area, to be agreed in writing with the MMO, of the part(s) of Wind Farm Area 1 within which construction works and disposal activities were

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carried out under this licence, and such further monitoring as may be required to ensure that the cables have been buried or protected; and

- (ii) an area not to exceed 125 per cent of the predicted scour area around a selection of turbines, such selection to be based on the desk based assessment;
- (c) a survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance identified in the pre-construction survey in the part(s) of Wind Farm Area 1 in which construction works were carried out. The survey design will be informed by the results of the pre-construction benthic survey;
- (d) vessel traffic monitoring by Automatic Identification System, for 28 days taking account seasonal variations in traffic patterns, for a maximum duration of one year post construction. A report will be submitted to the MMO and the MCA at the end of the first year after construction is completed; and
- (e) any marine mammal monitoring required by the marine mammal monitoring plan submitted in accordance with condition 13(2)(h).

(3) Prior to carrying out the survey required under paragraph (2)(b), the licence-holder must submit to the MMO for written approval a desk based assessment (which takes account of all factors which influence scour) identifying the turbines with greatest potential for scour. The survey will be used to validate the desk based assessment and the significance of any differences between the predicted scour and recorded scour will be assessed in the survey report which will be submitted to the MMO. The need for further surveys will be agreed in writing with the MMO following submission of the first year of survey data.

#### **Amendments to details**

**21.**—(1) With respect to any condition of this licence which requires the licensed activities to be carried out in accordance with the plans and programmes approved by the MMO, the approved plans and programmes shall be taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Where the words ‘except to the extent agreed in writing by the MMO’ appear in these licence conditions, any such agreement or statement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of MMO that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the Environmental Statement.

#### **Offshore Decommissioning**

**22.** No decommissioning activities shall commence until plans for the carrying out of such activities have been submitted to and approved in writing by the MMO.

## SCHEDULE 9

Article 35

### Deemed Marine Licences under the Marine and Coastal Access Act 2009 – Deemed Marine Licence 2

## PART 1

### Licensed marine activities

#### Interpretation

1.—(1) In this licence—

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“ancillary vessel” means any vessel other than a construction vessel or a survey vessel;

“ancillary works” means the ancillary works described in paragraph 2 of this Part of this licence which are not development within the meaning of section 32 of the 2008 Act;

“Annex I Habitat” means such habitat as defined under the EU Council [Directive 92/43/EEC](#) on the Conservation of Natural Habitats and of Wild Fauna and Flora;

“authorised deposits” means the substances and articles specified in paragraph 2(3) of Part 1 of this licence;

“authorised development” means the development described in Part 1 of Schedule 1 of the Order, which is development within the meaning of section 32 of the 2008 Act;

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

“authorised scheme” means Work No. 2 described in paragraph 2 of Part 1 of this licence;

“commence” means the first carrying out of any part of the licensed activities, save for pre-construction surveys and monitoring, and “commencement” shall be construed accordingly;

“construction vessel” means any vessel involved in the course of or used for the construction and/or maintenance of the authorised project;

“debris” means items or equipment of a significant size left on the seabed being lost from survey or construction vessels;

“electrical circuit” means a number of electrical conductors necessary to transmit electricity between two points within the authorised project; this comprises, in the case of HVAC transmission, three conductors which may be bundled as one cable, and, in the case of HVDC transmission two conductors, which may be attached together or take the form of single cables: the circuit may include one or more auxiliary cables (normally fibre optic cables) for the purpose of control, monitoring, protection or general communications;

“enforcement officer” means a person authorised to carry out enforcement duties under Part 4, Chapter 3 of the 2009 Act;

“the Environmental Statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order;

“gravity base foundation” means either—

- (a) a structure principally of concrete and/or steel which rests on the seabed due either to its own weight and that of added ballast or to the weight of water above it, and may include associated equipment including suction piles, J-tubes and access platforms; or

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- (b) a structure principally of concrete and/or steel consisting of a platform supported on two pontoons to which the platform is connected by columns which may be connected by braces;

“HVAC” means high voltage alternating current;

“HVDC” means high voltage direct current;

“inter-array electrical circuits” means the circuits described in paragraph 2(2)(b) of Part 1 of this licence;

“jacket foundation” means a lattice construction comprising tubular members and joints which are fixed to the seabed with piles (either driven/drilled piles or suction piles) and which will include platforms and J-tubes and may include braced monopiles and a transition piece;

“the Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO;

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

“the licence conditions” means the conditions set out in Part 2 of this licence;

“licence-holder” means Njord Limited;

“maintain” includes, to the extent assessed in the environmental statement—

- (a) inspect, repair, adjust and alter; and
- (b) in respect of any of the ancillary works and any component part of any wind turbine generator, offshore accommodation platform, offshore HVAC collector substation, offshore HVDC converter station or offshore reactive compensation substation described in Part 1 of Schedule 1 (authorised development) of the Order also includes remove, reconstruct and replace,

but does not include the alteration, removal or replacement of foundations; and “maintenance” shall be construed accordingly;

“the Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence or any successor to its statutory functions;

“the Maritime and Coastguard Agency” or “MCA” means the executive agency of the Department for Transport or any successor to its statutory functions;

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

“mean low water springs” or “MLWS” means the lowest level which spring tides reach on average over a period of time;

“monopile foundation” comprises a large diameter steel or concrete tube or pile driven vertically into the seabed, J-tubes and platforms and may include external structural devices such as bracing members or steel anchor wires and a transition piece;

“Natural England” means the body established by section 1 of the Natural Environment and Rural Communities Act 2006 or any successor to its statutory functions;

“Notice to Mariners” includes any Notice to Mariners which may be issued by Admiralty, Trinity House, Queen’s harbourmasters, government departments and harbour and pilotage authorities;

“offshore accommodation platform” means a platform housing or incorporating temporary accommodation, landing ports for vessels and/or helicopters, standby electricity generation equipment, marking and lighting and other equipment facilities to assist in the co-ordination of marine activities related to the authorised scheme;



“offshore HVAC collector substation” means a structure serving as a collection point for the inter-array electrical circuits and containing equipment with the purpose of transforming the electricity generated at the wind turbines to a higher voltage; it may also include a helicopter platform;

“offshore HVDC converter station” means a structure which contains equipment to convert HVAC electricity to HVDC electricity; it may also include a helicopter platform;

“the offshore works plans” means the part of the works plans described as the offshore works plans;

“the Order limits” means the limits shown on the works plans within which the authorised project may be carried out;

“the Order” means the Hornsea One Offshore Wind Farm Order 2014;

“the project description” means the document certified as the project description by the Secretary of State for the purposes of the Order and submitted with the application on 30th July 2013 (Chapter Three, Volume One of the Environmental Statement);

“suction pile” means a large diameter steel cylinder which is fixed to the base of the foundation and partially penetrates the seabed and remains in place using its weight and hydrostatic pressure differential;

“survey vessels” means the vessels licensed to carry out environmental or engineering surveys;

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

“the UK Hydrographic Office” means the Hydrographic Office of the Ministry of Defence, Taunton, Somerset TA1 2DN or any replacement body or successor to its functions;

“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 and including ancillary vessels and construction vessels;

“VHF” means very high frequency;

“Wind Farm Area 1” means the area within the limits of deviation for Work No. 1 of which the co-ordinates are specified in Part 1 of Schedule 1 of the Order and shown on the works plans;

“Wind Farm Area 2” means the area within the limits of deviation for Work No. 2 of which the co-ordinates are specified in Part 1 of Schedule 1 of the Order and shown on the works plans;

“Wind Farm Area 3” means the area within the limits of deviation for Work No. 3 of which the co-ordinates are specified in Part 1 of Schedule 1 of the Order and shown on the works plans;

“wind turbine generator” or “wind turbine” means a structure comprising any or all of a tower, rotor, blades, nacelle and ancillary electrical and other equipment or structures which may include lighting and a helicopter platform, fixed to a foundation;

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

“Work No. 1” means an offshore wind generating station within Wind Farm Area 1 and described as Work No. 1 in Part 1 of Schedule 1 of the Order;

“Work No. 2” means an offshore wind generating station within Wind Farm Area 2 and described as Work No. 2 in paragraph 2 of Part 1 of this licence;

“Work No. 3” means an offshore wind generating station within Wind Farm Area 3 and described as Work No. 3 in Part 1 of Schedule 1 of the Order;

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“Work No. 4” means up to five offshore HVAC collector substations and, in the event that the mode of transmission is HVDC, up to two offshore HVDC converter stations together with a network of electrical circuits connecting the structures within Work No. 4;

“the works plans” means the plans certified as the works plans by the Secretary of State for the purposes of the Order divided into three parts and described as the offshore works plans, the intertidal works plans and the onshore works plans.

(2) A reference to any statute, order, regulation or similar instrument shall be construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

- (a) all times shall be taken to be Greenwich Mean Time (GMT);
- (b) all co-ordinates shall be taken to be latitude and longitude degrees, minutes and seconds to three decimal places in WGS84 Datum.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence shall be—

(a) Marine Management Organisation

Marine Licensing Team

Lancaster House

Hampshire Court

Newcastle upon Tyne

NE4 7YH

Tel: 0300 123 1032

Email: [marine.consents@marinemangement.org.uk](mailto:marine.consents@marinemangement.org.uk)

(b) Marine Management Organisation (referred to as the “MMO Coastal Office”)

Estuary House

Wharnccliffe Road

Grimsby

Lincolnshire

DN31 3QL

Tel: 01472 355 112

(c) Trinity House

Tower Hill

London

EC3N 4DH

Tel: 020 7481 6900

(d) The United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset

TA1 2DN

Tel: 01823 337 900

(e) Maritime and Coastguard Agency

Navigation Safety Branch

Bay 2/04

Spring Place

105 Commercial Road

Southampton

SO15 1EG

Tel: 023 8032 9191

- (f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244

- (g) Natural England

Foundry House

3 Millsands

Riverside Exchange

Sheffield

S3 8NH

Tel: 0300 060 4911

- (h) Joint Nature Conservation Committee

Inverdee House

Baxter Street

Aberdeen

AB11 9QA

Tel: 01224 266 550

- (i) English Heritage

Eastgate Court

195-205 High Street

Guildford

GU1 3EH

Tel: 01483 252 057

### **Details of licensed activities**

2.—(1) This licence authorises the licence-holder (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities pursuant to section 66(1) of the 2009 Act, subject to the licence conditions—

- (a) the deposit at sea of the substances and articles specified in sub-paragraph (3) below;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) dredging;

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- (d) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (e) the disposal at disposal site reference HU206 (Hornsea Project One Subzone 1) of—
- (i) in the event that an offshore accommodation platform is constructed under this licence up to 434,004 m<sup>3</sup> or, if no part of Work No.3 is constructed, up to 641,385 m<sup>3</sup>, of inert material of natural origin produced during construction drilling and seabed preparation for foundation works comprised in Work No. 2; or
  - (ii) in the event that no offshore accommodation platform is constructed under this licence up to 414,762 m<sup>3</sup> or, if no part of Work No.3 is constructed, up to 622,143 m<sup>3</sup>, of inert material of natural origin produced during construction drilling and seabed preparation for foundation works comprised in Work No. 2; and
- (f) the removal of the substances and articles specified in sub-paragraph (3) below.
- (2) Such activities are authorised in relation to the construction, maintenance and operation of—
- Work No. 2* — An offshore wind generating station within Wind Farm Area 2, whose coordinates constitute the limits of deviation for Work No.2 and are specified in Table 1, comprising—
- (a) up to 80 or, if no part of Work No. 3 is constructed, up to 120 wind turbine generators fixed to the seabed;
  - (b) a network of subsea inter-array electrical circuits connecting the structures comprised in Work No. 2—
    - (i) with each other;
    - (ii) with any other structure located within Wind Farm Area 2; and
    - (iii) (for the purpose of connecting any structure comprised in Work No. 2 with any structure comprised in Works Nos. 1, 3 and 4) with the network of electrical circuits comprised in Works Nos. 1, 3 and 4;
  - (c) up to one offshore accommodation platform fixed to the seabed which may be connected to one of the offshore HVAC collector substations or offshore HVDC converter stations within Work No. 4 by an unsupported steel bridge, provided that the combined total of offshore accommodation platforms constructed in whole or in part within Works Nos. 1, 2 and 3 does not exceed two.

**Table 1: Co-ordinates for Wind Farm Area 2 (limits of deviation for Work No. 2)**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 55' 31.318" N	1° 52' 54.282" E
2	53° 55' 37.592" N	1° 53' 38.108" E
3	53° 55' 23.329" N	1° 55' 20.262" E
4	53° 55' 8.162" N	1° 56' 10.619" E
5	53° 55' 35.429" N	1° 59' 20.944" E
6	53° 55' 2.525" N	1° 59' 45.776" E
7	53° 55' 22.663" N	2° 2' 14.219" E
8	53° 56' 16.303" N	2° 1' 15.269" E
9	53° 56' 46.586" N	2° 5' 4.031" E
10	53° 57' 12.481" N	2° 4' 32.376" E

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
11	53° 57' 24.509" N	2° 6' 6.700" E
12	53° 50' 10.018" N	2° 13' 57.158" E
13	53° 49' 14.297" N	2° 11' 36.820" E
14	53° 49' 58.584" N	1° 59' 54.762" E
15	53° 49' 58.944" N	1° 58' 59.804" E

In connection with such Work No. 2, further associated development as may be necessary or expedient in connection with the authorised scheme within the Order limits and which fall within the scope of the environmental impact assessment recorded in the Environmental Statement;

In connection with such Work No. 2, ancillary works consisting of works and operations within the Order limits comprising temporary anchorage of vessels and buoys, beacons, fenders and other navigational warning or ship impact protection works.

(3) The substances or articles authorised for deposit at sea are—

- (a) iron and steel;
- (b) stone and rock;
- (c) concrete;
- (d) sand and gravel;
- (e) plastic and synthetic; and
- (f) material extracted from within Wind Farm Area 2 during construction drilling and seabed preparation for foundation works.

(4) The grid co-ordinates for disposal site reference HU206 (Hornsea Project One Subzone 1) are specified in Table 2.

**Table 2: Co-ordinates for disposal site HU206**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 58' 42.179" N	1° 44' 31.880" E
2	53° 55' 46.445" N	1° 47' 47.796" E
3	53° 56' 22.870" N	1° 51' 57.409" E
4	53° 55' 31.318" N	1° 52' 54.282" E
5	53° 55' 37.592" N	1° 53' 38.108" E
6	53° 55' 23.329" N	1° 55' 20.262" E
7	53° 55' 8.162" N	1° 56' 10.619" E
8	53° 55' 35.429" N	1° 59' 20.944" E
9	53° 55' 2.525" N	1° 59' 45.776" E
10	53° 55' 22.663" N	2° 2' 14.219" E
11	53° 56' 16.303" N	2° 1' 15.269" E
12	53° 56' 46.586" N	2° 5' 4.031" E
13	53° 57' 12.481" N	2° 4' 32.376" E

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<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
14	53° 57' 24.509" N	2° 6' 6.700" E
15	53° 50' 10.018" N	2° 13' 57.158" E
16	53° 49' 14.297" N	2° 11' 36.820" E
17	53° 49' 58.584" N	1° 59' 54.762" E
18	53° 49' 58.944" N	1° 58' 59.804" E
19	53° 50' 5.118" N	1° 38' 58.430" E
20	53° 55' 9.293" N	1° 39' 52.024" E
21	53° 56' 3.228" N	1° 41' 0.143" E
22	53° 56' 29.670" N	1° 43' 45.592" E
23	53° 58' 17.828" N	1° 41' 46.795" E

(5) The provisions of section 72 of the 2009 Act shall apply to this licence, save that the provisions of section 72(7) and 72(8) relating to the transfer of the licence shall only apply to a transfer not falling within article 34 of the Order.

### **Duration**

3. This licence shall remain in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the Energy Act 2004, 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.

## **PART 2**

### **Licence conditions**

#### **Design parameters**

- 1.—(1) All wind turbine generators forming part of Work No. 2 must not—
  - (a) be less than 82 metres to the turbine hub when measured from MHWS;
  - (b) exceed a height of 200 metres from MHWS to the upper tip of the vertical blade;
  - (c) exceed a rotor diameter of 178 metres;
  - (d) be less than 22 metres from MHWS to the lowest point of the rotating blade; or
  - (e) be less than 924 metres from the nearest wind turbine generator in all directions.
 (2) References to the location of a wind turbine generator are references to the centre point of the turbine.
2. Any offshore accommodation platform forming part of Work No. 2 must not—
  - (a) exceed 60 metres in height above MHWS;
  - (b) have a platform which at its greatest extent exceeds, 3,600 m<sup>2</sup> or 60 metres in width.
3. The diameter of the electrical circuits comprising the electrical circuits within Work No. 2 must not exceed 170 mm.

4. The electrical circuits comprised in Work No. 2 must be installed by use of, or a combination of, ploughing, trenching, jetting, rock-cutting, dredging, surface laying with post lay burial, and where ground conditions make burial impracticable, by surface laying.

5.—(1) The licence-holder must in fixing to the seabed any structures comprised in Work No. 2 use one of the following methods—

- (a) monopile foundations;
- (b) jacket foundations supported by piles; or
- (c) gravity base foundations.

(2) The following parameters apply in respect of the foundation methods used to fix wind turbine generators comprised in Work No. 2 to the seabed—

- (a) where monopile foundations are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,419 m<sup>2</sup>;
  - (ii) the diameter of each foundation must not exceed 8.5 metres;
- (b) where jacket foundations (driven/drilled piles) are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 707 m<sup>2</sup> per wind turbine;
  - (ii) the number of piles per jacket must not exceed four;
  - (iii) the diameter of each pile must not exceed three metres;
- (c) where jacket foundations (suction piles) are used—
  - (i) the area occupied by the foundations and scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
  - (ii) the number of piles per jacket must not exceed four;
  - (iii) the diameter of each pile must not exceed 15 metres;
- (d) where gravity base foundations are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
  - (ii) the seabed levelling diameter must not exceed 70 metres;
  - (iii) the cone diameter must not exceed 50 metres at its base.

(3) The following parameters apply in respect of the foundation methods used to fix any offshore accommodation platform comprised in Work No. 2 to the seabed—

- (a) where monopile foundations are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,419 m<sup>2</sup>;
  - (ii) the diameter of each foundation must not exceed 8.5 metres;
- (b) where jacket foundations (driven/drilled piles) are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,414 m<sup>2</sup>;
  - (ii) the number of piles must not exceed eight;
  - (iii) the diameter of each pile must not exceed three metres;
- (c) where jacket foundations (suction piles) are used—

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- (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
  - (ii) the number of piles per jacket must not exceed eight;
  - (iii) the diameter of each pile must not exceed 15 metres;
  - (d) where gravity base foundations are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
    - (ii) the seabed levelling diameter must not exceed 70 metres;
    - (iii) the cone diameter must not exceed 50 metres at its base.
- (4) The combined total volume of scour protection for the wind turbine generators and the offshore accommodation platform forming part of Work No. 2 must not exceed 1,079,839 m<sup>3</sup> or, if no part of Work No.3 is constructed, must not exceed 1,613,093 m<sup>3</sup>.
- (5) In the event that no offshore accommodation platform is constructed under this licence, the combined total volume of scour protection for the wind turbine generators forming part of Work No. 2 must not exceed 1,066,508 m<sup>3</sup> or, if no part of Work No.3 is constructed, must not exceed 1,599,762 m<sup>3</sup>.

#### **Notifications and inspections**

- 6.—(1) The licence-holder shall ensure that—
- (a) a copy of this licence and any subsequent amendments or revisions to it are provided to—
    - (i) all agents and contractors notified to the MMO in accordance with the conditions of this licence; and
    - (ii) the masters and transport managers responsible for the vehicles notified to the MMO in accordance with the conditions of this licence; and
  - (b) within 28 days of receipt of a copy of this licence those persons referred to in subparagraph (a) shall provide a completed confirmation form to the MMO confirming their understanding of the terms and conditions of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 16 are permitted to carry out the licensed activities.
- (3) Copies of this licence shall also be available for inspection at the following locations—
- (a) the licence-holder's registered address;
  - (b) any site office located at or adjacent to the construction site and used by the licence-holder or its agents and contractors responsible for the loading, transportation or deposit for the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits are to be made.
- (4) The documents referred to in paragraph (1)(a) shall be available for inspection by an enforcement officer at the locations set out in paragraph (3) above at any time.
- (5) The licence-holder must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The licence-holder must inform the MMO in writing at least five working days prior to the commencement of the licensed activities or any phase of them.



(7) Prior to the commencement of the licensed activities the licence-holder must publish in the Kingfisher Fortnightly Bulletin details of the vessel routes, timings and locations relating to the construction of the authorised scheme.

(8) The licence-holder shall ensure that a Notice to Mariners is issued at least ten days prior to the commencement of the licensed activities advising of the commencement of licensed activities within Wind Farm Area 2 and the expected vessel routes from the local service ports to the turbine locations.

(9) The Notices to Mariners must be updated and reissued not less frequently than weekly and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under licence condition 13(2)(a). Copies of all notices shall be provided to the MMO.

(10) The licence-holder must notify—

- (a) the UK Hydrographic Office of commencement (within two weeks), progress and completion (within two weeks) of the authorised scheme in order that all necessary amendments to nautical charts are made; and
- (b) the MMO once the authorised scheme is completed and any required lighting or marking has been established.

### **Aids to navigation**

7. The licence-holder must during the whole period from the start of construction of the authorised scheme seaward of MHWS to the completion of decommissioning—

- (a) 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;
- (b) colour all structures in the authorised scheme as directed by Trinity House;
- (c) notify Trinity House as soon as reasonably practicable of both the progress and completion of the authorised scheme (or any phase of it) and any aids to navigation established from time to time;
- (d) provide reports on the working condition of aids to navigation periodically as requested by Trinity House;
- (e) notify Trinity House and the MMO of any failure of the aids to navigation and the timescales in which such failure will be remedied, as soon as possible and no later than 24 hours following the licence-holder becoming aware of any such failure.

### **Provision against danger to navigation**

8. In case of injury to, or destruction or decay of, the authorised scheme or any part of it seaward of MHWS the licence-holder must as soon as reasonably practicable, and no later than 24 hours following the licence-holder becoming aware of any such injury, destruction or decay, notify Trinity House and must lay down such buoys, exhibit such lights and take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

### **Navigational Practice, Safety and Emergency Response**

9.—(1) No part of the authorised scheme seaward of MHWS is to commence until the Secretary of State, in consultation with the MCA, has given written approval for an Emergency Response and Co-operation Plan which includes full details of the emergency co-operation plans for the construction, operation and decommissioning phases of that part of the authorised scheme in accordance with the MCA recommendations contained within MGN 371 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues”.

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(2) No authorised scheme seaward of MHWS is to commence until the Secretary of State, in consultation with the MCA, has confirmed in writing that the licence-holder has taken into account and, so far as is applicable to that stage of the development, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN 371 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (including its annexes).

(3) The Emergency Response and Co-operation Plan must be implemented as approved, unless otherwise agreed in writing by the Secretary of State, in consultation with the MCA.

(4) The licence-holder must during the whole period from the start of construction of the authorised scheme seaward of MHWS to the completion of decommissioning provide relevant information to the MCA to assist in the timely and efficient issuing of notices to mariners and other navigational warnings of the position and nature of the works, such information to be provided to mariners in the shipping and fishing industry as well as to recreational mariners.

### **Colour and lighting**

**10.** Except as otherwise required by Trinity House under condition 7, the licence-holder must colour all structures comprised in Work No. 2 submarine grey (colour code RAL 7035).

### **Chemicals, drilling and debris**

**11.—(1)** All chemicals used in the construction of the authorised scheme shall be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002 (as amended), unless otherwise agreed in writing by the MMO.

(2) The licence-holder shall ensure that any coatings or treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive or the Environment Agency Pollution Prevention Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances shall be undertaken so as to prevent releases into the marine environment including bunding of 110 per cent of the total volume of all reservoirs and containers.

(4) Where foundation drilling works are proposed, in the event that any system other than water based mud is proposed the MMO’s written approval in relation to the proposed disposal of any arisings shall be obtained before the drilling commences, which disposal may also require a marine licence.

(5) The licence-holder shall ensure that any debris arising from the construction of the authorised scheme or temporary works placed below MHWS are removed on completion of the authorised scheme, where practicable.

(6) Prior to the commencement of the licensed activities the licence-holder must submit to the MMO an audit sheet covering all aspects of the construction of the authorised scheme and no works shall commence until the audit sheet content has been agreed with the MMO. The audit sheet shall include details of—

- (a) loading facilities;
- (b) vessels;
- (c) equipment;
- (d) shipment routes;
- (e) working schedules; and
- (f) all components and materials to be used in the construction of the authorised scheme.

(7) The audit sheet shall be maintained throughout the construction of the authorised scheme and the MMO shall be notified of any changes on a fortnightly basis.

(8) In the event that the MMO becomes aware that any of the materials on the audit sheet cannot be accounted for it shall require the licence-holder to carry out a side scan sonar survey to plot all obstructions across Wind Farm Area 2 where construction works and related activities have been carried out under this licence. Local fishermen shall be invited to send a representative to be present during the survey. Any new obstructions that the MMO believes to be associated with the authorised scheme shall be removed at the licence-holder's expense, where practicable.

(9) The licence-holder shall inform the MMO of the location and quantities of inert material disposed of each month under this licence, by submission of a disposal return by 31st January each year for disposals occurring during the months July to December inclusive of the preceding year, and by 31st July each year for disposals occurring during the months January to June inclusive of that year.

(10) The licence-holder shall ensure that only inert material of natural origin, produced during construction drilling and seabed preparation for foundation works comprised in Work No. 2, and drilling mud shall be disposed of at disposal site reference HU206 (Hornsea Project One Subzone 1).

(11) The licence-holder shall ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete, cement mixing and washing areas should be contained to prevent run-off entering the water through the freeing ports.

(12) The licence-holder shall ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

### **Force majeure**

**12.** If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit—

- (a) authorised deposits outside of Wind Farm Area 2 or disposal site reference HU206 (Hornsea Project One Subzone 1); or
- (b) unauthorised deposits within or outside of Wind Farm Area 2 or disposal site reference HU206 (Hornsea Project One Subzone 1),

because the safety of human life and/or of the vessel is threatened, full details of the circumstances of the deposit shall be notified to the MMO within 48 hours.

### **Pre-construction plans and documentation**

**13.—**(1) The licensed activities shall not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO—

- (a) to ensure conformity with the description of Work No. 2 and compliance with licence conditions 1 to 5 above, a plan, to be agreed in writing with the MMO in consultation with Trinity House and the MCA, which shows—
  - (i) the proposed location and choice of foundation of all wind turbine generators and any offshore accommodation platform, subject to any micro-siting required due to anthropological constraints, environmental constraints, difficult ground conditions or to give adequate spacing between other infrastructure;
  - (ii) the proposed location and height of bridge links;
  - (iii) the height to the tip of the vertical blade, height to the centreline of the generator shaft forming part of the hub, rotor diameter and spacing of all wind turbine generators;

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- (iv) whether an accommodation platform will be built as part of Work No. 2 and, if so, the height, length and width of that offshore accommodation platform;
  - (v) the length and arrangement of all electrical circuits comprising Work No. 2 subject to any micro-siting required due to anthropological constraints, environmental constraints or difficult ground conditions;
  - (vi) the proposed dimensions of all monopile foundations;
  - (vii) the proposed dimensions of all gravity base foundations;
  - (viii) the proposed dimensions of all jacket foundations; and
  - (ix) the proposed layout of all wind turbine generators and any offshore accommodation platform including all exclusion zones comprised in the licensed activities and showing the indicative programming of particular works as set out in the indicative programme to be provided under paragraph (2)(a);
- (2) The licensed activities, or any phase of those activities, shall not commence until a Code of Construction Practice incorporating the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO—
- (a) a construction and monitoring programme to include details of—
    - (i) the proposed construction start date;
    - (ii) proposed timings for mobilisation of plant, delivery of materials and installation works; and
    - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post construction monitoring and related reporting in accordance with licence conditions 18 to 20. The preconstruction survey programme and all pre-construction survey methodologies shall be submitted to the MMO at least four months prior to the commencement of any survey works detailed within;
  - (b) a construction method statement in accordance with the project description and Environmental Statement and including details of—
    - (i) foundation installation, including any seabed preparation, drilling and disposal of arisings methods;
    - (ii) turbine installation, including any seabed preparation and scour protection;
    - (iii) installation of any offshore accommodation platform, including any seabed preparation and scour protection;
    - (iv) circuit installation, including any seabed preparation and circuit protection;
    - (v) contractors;
    - (vi) vessels; and
    - (vii) associated works;
  - (c) a project environmental management and monitoring plan 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 scheme in relation to all activities carried out below MHWS;
    - (ii) a chemical risk analysis to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
    - (iii) waste management and disposal arrangements;
    - (iv) offshore project maintenance plans including offshore electrical circuit maintenance;

- (v) locations of any archaeological exclusion zones agreed as part of the written scheme of archaeological investigation approved under sub-paragraph (g);
  - (vi) the appointment and responsibilities of a fisheries liaison officer and an environmental liaison officer; and
  - (vii) a disposal plan detailing the locations, methods and timings of dredging and disposal, as well as disposal site monitoring requirements;
- (d) a scour protection management and cable armouring plan providing details of the need, type, sources, quantity, location and installation methods for scour protection and cable armouring to be within the scope of the environmental impact assessment recorded in the Environmental Statement;
- (e) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol following current best practice as advised by the statutory nature conservation agencies, to include, but not be limited to—
- (i) identification of a Marine Mammal Monitoring Zone (MMMZ);
  - (ii) appointment of an appropriate number of suitably qualified marine mammal observer(s);
  - (iii) methods for the detection of marine mammals within the MMMZ whether visually (by the marine mammal observer(s)) or acoustically using Passive Acoustic Monitoring equipment or other means of detection;
  - (iv) a reporting methodology to enable efficient communication between the marine mammal observer(s) and the person responsible for approving commencement of piling;
  - (v) an appropriate soft start procedure whereby piling activities do not commence until an agreed time has elapsed and during which marine mammals have not been detected within the MMMZ; and
  - (vi) where appropriate, methods for the application of acoustic deterrent devices;
- (f) cable specification and installation plan, to include—
- (i) technical specification of offshore electrical circuits, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice; and
  - (ii) a detailed cable laying plan, including geotechnical data, cable laying techniques and a cable burial risk assessment encompassing the identification of any cable protection which exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA) to be taken to ensure existing and future safe navigation is not compromised;
- (g) a written scheme of archaeological investigation in relation to Wind Farm Area 2 in accordance with industry good practice to include—
- (i) details of responsibilities of the licence-holder, archaeological consultant and contractor;
  - (ii) a methodology for any further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) analysis and reporting of survey data to be submitted to the MMO within four months of survey completion;
  - (iv) delivery of any mitigation including, where necessary, archaeological exclusion zones;

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- (v) monitoring during and post construction, including a conservation programme for finds;
  - (vi) archiving of archaeological material; and
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme;
- (h) a marine mammal monitoring plan setting out the circumstances in which marine mammal monitoring will be required and the monitoring to be carried out in such circumstances; and
- (i) an offshore project maintenance plan to be submitted to the MMO at least four months prior to commencement of the operation of the licensed activities and to include provision for the review and resubmission of the plan every three years during the operational phase.
- (3) Prior to the submission of the pre-construction plans and documentation required by this condition the licence-holder must provide a copy of the plans and documentation to the other undertakers listed in Article 3 of the Order.
- (4) The other undertakers must provide any comments on the plans and documentation to the licence-holder within 14 days of receipt of the plans and documentation.
- (5) The licence-holder shall participate in liaison meetings with other undertakers listed in Article 3 of the Order as requested from time to time by the MMO in writing in advance, which meetings shall be chaired by the MMO and shall consider such matters as are determined by the MMO relating to the efficient operation of a deemed marine licence where it has an impact on the efficient operation of any other deemed marine licence issued under the Order (including as varied or transferred).
- (6) Prior to giving its approval under paragraph (2), the MMO must—
- (a) in relation to any programme, statement, plan or protocol submitted under sub-paragraphs (a) to (e) or (h), consult with the relevant statutory nature conservation body; and
  - (b) in relation to a scheme submitted under sub-paragraph (g), consult with English Heritage.
- 14.** The licence-holder shall ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting an English Heritage OASIS form with a digital copy of the report.
- 15.—(1)** Each programme, statement, plan, protocol or scheme required to be approved under condition 13—
- (a) shall be submitted for approval at least four months prior to the intended start of construction, except where otherwise stated or where an alternative date is agreed in writing by the MMO; and
  - (b) shall be accompanied by—
    - (i) a statement confirming that the licence-holder has complied with condition 13(3) in relation to such programme, statement, plan, protocol or scheme; and
    - (ii) any comments received by the licence-holder under condition 13(4), or a statement from the licence-holder confirming that no such comments were received
- (2) The licence-holder shall comply with all documents approved under licence condition 13 in carrying out the licensed activities except to the extent agreed in writing by the MMO.
- (3) Prior to agreeing an alternative date under paragraph (1)(a) or a change to approved details under paragraph (2) relating to any document in respect of which consultation is required under condition 13(6), the MMO must consult with the relevant consultation body referred to in that condition.

### **Reporting of engaged agents, contractors and vessels**

16.—(1) The licence-holder shall provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities at least five working days prior to the commencement of the licensed activities or any part of them; and
- (b) each week during the construction of the authorised scheme, a completed Hydrographic Note H102 listing the construction vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO and MMO Coastal Office in writing prior to the agent, contractor or vessel engaging in the licensed activities. All agents, contractors and/or vessel operators will abide by the conditions set out in this licence.

### **Equipment and Operation of Vessels Engaged in Licensed Activities**

17.—(1) All vessels employed to perform the licensed activities shall be constructed and equipped to be capable of the proper performance of such activities in accordance with the conditions of this licence and shall comply with paragraphs (2) to (6).

(2) All motor powered vehicles must be fitted with—

- (a) electronic positioning aid to provide navigational data;
- (b) radar;
- (c) echo sounder; and
- (d) multi-channel VHF.

(3) No radio beacon or radar beacon operating on the marine frequency bands shall be installed or used without the prior written approval of the Secretary of State.

(4) All vessels' names or identification shall be clearly marked on the hull or superstructure of the vessel.

(5) All communication on VHF working frequencies shall be in English.

(6) No vessel shall engage in the licensed activities until all the equipment specified in paragraph (2) is fully operational.

### **Pre-construction monitoring and surveys**

18.—(1) The licence-holder must, when submitting details under condition 13(2)(a)—

- (a) in relation to the proposed pre-construction surveys, include methodologies and timings, and specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement; and
- (b) in relation to the baseline report proposals, ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and shall make clear what post-construction comparison is intended and the justification for this being required.

(2) Subject to receipt from the licence-holder of specific proposals pursuant to this condition, it is expected that the pre-construction surveys will comprise, in outline—

- (a) a high resolution swath bathymetric survey to include a 100% coverage and a side scan sonar survey of the part(s) of Wind Farm Area 2 in which it is proposed to carry out construction works and disposal activities under this licence, including a 500m buffer around the site of each works;

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- (b) a survey of existing ornithological activity covering the part(s) of Wind Farm Area 2 within which it is proposed to carry out construction works under this licence, and any wider area(s) where appropriate, which is required to test predictions in the Environmental Statement concerning key ornithological interests of relevance to the authorised scheme;
- (c) a survey to determine the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance in the part(s) of Wind Farm Area 2 in which it is proposed to carry out construction works under this licence; and
- (d) any marine mammal monitoring required by the marine mammal monitoring plan submitted in accordance with condition 13(2)(h).

### **Construction monitoring**

**19.**—(1) The licence-holder must, when submitting details of proposed construction monitoring, include methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement.

(2) Subject to receipt from the licence-holder of specific proposals pursuant to this condition, it is expected that the construction monitoring will comprise, in outline—

- (a) except to the extent agreed in writing by the MMO, measurements of noise generated by the installation of the first four foundations of each discrete foundation type to be constructed under this licence where driven or part-driven pile foundations are used; and
- (b) recording of any visual sightings or acoustic detection of marine mammals where required as part of the marine mammal mitigation protocol under condition 13(2)(e).

(3) The results of the initial noise measurements monitored in accordance with paragraph (2)(a) must be provided to the MMO within six weeks of the installation of the first four foundations of each discrete foundation type. The assessment of this report by the MMO shall determine whether any further noise monitoring is required.

(4) Construction monitoring shall include vessel traffic monitoring by Automatic Identification System for the duration of the construction period. A report will be submitted to the MMO and the MCA at the end of each year of the construction period.

### **Post construction**

**20.**—(1) The licence-holder must, when submitting details of proposed post-construction surveys under condition 13(2)(a), include methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals shall specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement.

(2) Subject to receipt of specific proposals, it is expected that the post-construction surveys will comprise, in outline—

- (a) an ornithological survey covering the part(s) of Wind Farm Area 2 within which construction works were carried out under this licence, and any wider area(s) where appropriate, which is required to test predictions in the Environmental Statement concerning key ornithological interests of relevance to the authorised scheme;
- (b) a high resolution swath bathymetric survey of the following to assess any changes in bedform morphology—



- (i) a representative sample area, to be agreed in writing with the MMO, of the part(s) of Wind Farm Area 2 within which construction works and disposal activities were carried out under this licence, and such further monitoring as may be required to ensure that the cables have been buried or protected; and
  - (ii) an area not to exceed 125 per cent of the predicted scour area around a selection of turbines, such selection to be based on the desk based assessment;
  - (c) a survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance identified in the pre-construction survey in the part(s) of Wind Farm Area 2 in which construction works were carried out. The survey design will be informed by the results of the pre-construction benthic survey;
  - (d) vessel traffic monitoring by Automatic Identification System, for 28 days taking account seasonal variations in traffic patterns, for a maximum duration of one year post construction. A report will be submitted to the MMO and the MCA at the end of the first year after construction is completed; and
  - (e) any marine mammal monitoring required by the marine mammal monitoring plan submitted in accordance with condition 13(2)(h).
- (3) Prior to carrying out the survey required under paragraph (2)(b), the licence-holder must submit to the MMO for written approval a desk based assessment (which takes account of all factors which influence scour) identifying the turbines with greatest potential for scour. The survey will be used to validate the desk based assessment and the significance of any differences between the predicted scour and recorded scour will be assessed in the survey report which will be submitted to the MMO. The need for further surveys will be agreed in writing with the MMO following submission of the first year of survey data.

#### **Amendments to details**

**21.**—(1) With respect to any condition of this licence which requires the licensed activities to be carried out in accordance with the plans and programmes approved by the MMO, the approved plans and programmes shall be taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Where the words ‘except to the extent agreed in writing by the MMO’ appear in these licence conditions, any such agreement or statement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of MMO that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the Environmental Statement.

#### **Offshore Decommissioning**

**22.** No decommissioning activities shall commence until plans for the carrying out of such activities have been submitted to and approved in writing by the MMO.

SCHEDULE 10

Article 35

Deemed Marine Licences under the Marine and  
Coastal Access Act 2009 – Deemed Marine Licence 3

PART 1

Licensed marine activities

**Interpretation**

1.—(1) In this licence—

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“ancillary vessel” means any vessel other than a construction vessel or a survey vessel;

“ancillary works” means the ancillary works described in paragraph 2 of this Part of this licence which are not development within the meaning of section 32 of the 2008 Act;

“Annex I Habitat” means such habitat as defined under the EU Council [Directive 92/43/EEC](#) on the Conservation of Natural Habitats and of Wild Fauna and Flora;

“authorised deposits” means the substances and articles specified in paragraph 2(4) of Part 1 of this licence;

“authorised development” means the development described in Part 1 of Schedule 1 of the Order, which is development within the meaning of section 32 of the 2008 Act;

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

“authorised scheme” means Work No. 3 described in paragraph 2 of Part 1 of this licence;

“commence” means the first carrying out of any part of the licensed activities, save for pre-construction surveys and monitoring, and “commencement” shall be construed accordingly;

“construction vessel” means any vessel involved in the course of or used for the construction and/or maintenance of the authorised project;

“debris” means items or equipment of a significant size left on the seabed being lost from survey or construction vessels;

“electrical circuit” means a number of electrical conductors necessary to transmit electricity between two points within the authorised project; this comprises, in the case of HVAC transmission, three conductors which may be bundled as one cable, and, in the case of HVDC transmission two conductors, which may be attached together or take the form of single cables: the circuit may include one or more auxiliary cables (normally fibre optic cables) for the purpose of control, monitoring, protection or general communications;

“enforcement officer” means a person authorised to carry out enforcement duties under Part 4, Chapter 3 of the 2009 Act;

“the Environmental Statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order;

“gravity base foundation” means either—

- (a) a structure principally of concrete and/or steel which rests on the seabed due either to its own weight and that of added ballast or to the weight of water above it, and may include associated equipment including suction piles, J-tubes and access platforms; or

- (b) a structure principally of concrete and/or steel consisting of a platform supported on two pontoons to which the platform is connected by columns which may be connected by braces;

“HVAC” means high voltage alternating current;

“HVDC” means high voltage direct current;

“inter-array electrical circuits” means the circuits described in paragraph 2(2)(b) of Part 1 of this licence;

“jacket foundation” means a lattice construction comprising tubular members and joints which are fixed to the seabed with piles (either driven/drilled piles or suction piles) and which will include platforms and J-tubes and may include braced monopiles and a transition piece;

“the Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO;

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

“the licence conditions” means the conditions set out in Part 2 of this licence;

“licence-holder” means Vi Aura Limited;

“maintain” includes, to the extent assessed in the environmental statement—

- (a) inspect, repair, adjust and alter; and
- (b) in respect of any of the ancillary works and any component part of any wind turbine generator, offshore accommodation platform, offshore HVAC collector substation, offshore HVDC converter station or offshore reactive compensation substation described in Part 1 of Schedule 1 (authorised development) of the Order also includes remove, reconstruct and replace,

but does not include the alteration, removal or replacement of foundations; and “maintenance” shall be construed accordingly;

“the Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence or any successor to its statutory functions;

“the Maritime and Coastguard Agency” or “MCA” means the executive agency of the Department for Transport or any successor to its statutory functions;

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

“mean low water springs” or “MLWS” means the lowest level which spring tides reach on average over a period of time;

“monopile foundation” comprises a large diameter steel or concrete tube or pile driven vertically into the seabed, J-tubes and platforms and may include external structural devices such as bracing members or steel anchor wires and a transition piece;

“Natural England” means the body established by section 1 of the Natural Environment and Rural Communities Act 2006 or any successor to its statutory functions;

“Notice to Mariners” includes any Notice to Mariners which may be issued by Admiralty, Trinity House, Queen’s harbourmasters, government departments and harbour and pilotage authorities;

“offshore accommodation platform” means a platform housing or incorporating temporary accommodation, landing ports for vessels and/or helicopters, standby electricity generation equipment, marking and lighting and other equipment facilities to assist in the co-ordination of marine activities related to the authorised scheme;

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“offshore HVAC collector substation” means a structure serving as a collection point for the inter-array electrical circuits and containing equipment with the purpose of transforming the electricity generated at the wind turbines to a higher voltage; it may also include a helicopter platform;

“offshore HVDC converter station” means a structure which contains equipment to convert HVAC electricity to HVDC electricity; it may also include a helicopter platform;

“the offshore works plans” means the part of the works plans described as the offshore works plans;

“the Order limits” means the limits shown on the works plans within which the authorised project may be carried out;

“the Order” means the Hornsea One Offshore Wind Farm Order 2014;

“the project description” means the document certified as the project description by the Secretary of State for the purposes of the Order and submitted with the application on 30th July 2013 (Chapter Three, Volume One of the Environmental Statement);

“suction pile” means a large diameter steel cylinder which is fixed to the base of the foundation and partially penetrates the seabed and remains in place using its weight and hydrostatic pressure differential;

“survey vessels” means the vessels licensed to carry out environmental or engineering surveys;

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

“the UK Hydrographic Office” means the Hydrographic Office of the Ministry of Defence, Taunton, Somerset TA1 2DN or any replacement body or successor to its functions;

“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 and including ancillary vessels and construction vessels;

“VHF” means very high frequency;

“Wind Farm Area 1” means the area within the limits of deviation for Work No. 1 of which the co-ordinates are specified in Part 1 of Schedule 1 of the Order and shown on the works plans;

“Wind Farm Area 2” means the area within the limits of deviation for Work No. 2 of which the co-ordinates are specified in Part 1 of Schedule 1 of the Order and shown on the works plans;

“Wind Farm Area 3” means the area within the limits of deviation for Work No. 3 of which the co-ordinates are specified in Part 1 of Schedule 1 of the Order and shown on the works plans;

“wind turbine generator” or “wind turbine” means a structure comprising any or all of a tower, rotor, blades, nacelle and ancillary electrical and other equipment or structures which may include lighting and a helicopter platform, fixed to a foundation;

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

“Work No. 1” means an offshore wind generating station within Wind Farm Area 1 and described as Work No. 1 in Part 1 of Schedule 1 of the Order;

“Work No. 2” means an offshore wind generating station within Wind Farm Area 2 and described as Work No. 2 in Part 1 of Schedule 1 of the Order;

“Work No. 3” means an offshore wind generating station within Wind Farm Area 3 and described as Work No. 3 in paragraph 2 of Part 1 of this licence;

“Work No. 4” means up to five offshore HVAC collector substations and, in the event that the mode of transmission is HVDC, up to two offshore HVDC converter stations together with a network of electrical circuits connecting the structures within Work No. 4;

“the works plans” means the plans certified as the works plans by the Secretary of State for the purposes of the Order divided into three parts and described as the offshore works plans, the intertidal works plans and the onshore works plans.

(2) A reference to any statute, order, regulation or similar instrument shall be construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

(a) all times shall be taken to be Greenwich Mean Time (GMT);

(b) all co-ordinates shall be taken to be latitude and longitude degrees, minutes and seconds to three decimal places in WGS84 Datum.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence shall be—

(a) Marine Management Organisation

Marine Licensing Team

Lancaster House

Hampshire Court

Newcastle upon Tyne

NE4 7YH

Tel: 0300 123 1032

Email: [marine.consents@marinemangement.org.uk](mailto:marine.consents@marinemangement.org.uk)

(b) Marine Management Organisation (referred to as the “MMO Coastal Office”)

Estuary House

Wharnccliffe Road

Grimsby

Lincolnshire

DN31 3QL

Tel: 01472 355 112

(c) Trinity House

Tower Hill

London

EC3N 4DH

Tel: 020 7481 6900

(d) The United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset

TA1 2DN

Tel: 01823 337 900

(e) Maritime and Coastguard Agency

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Navigation Safety Branch

Bay 2/04

Spring Place

105 Commercial Road

Southampton

SO15 1EG

Tel: 023 8032 9191

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244

(g) Natural England

Foundry House

3 Millsands

Riverside Exchange

Sheffield

S3 8NH

Tel: 0300 060 4911

(h) Joint Nature Conservation Committee

Inverdee House

Baxter Street

Aberdeen

AB11 9QA

Tel: 01224 266 550

(i) English Heritage

Eastgate Court

195-205 High Street

Guildford

GU1 3EH

Tel: 01483 252 057

### **Details of licensed activities**

2.—(1) This licence authorises the licence-holder (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities pursuant to section 66(1) of the 2009 Act, subject to the licence conditions—

- (a) the deposit at sea of the substances and articles specified in sub-paragraph (4) below;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) dredging;

- (d) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (e) the disposal at disposal site reference HU206 (Hornsea Project One Subzone 1) of—
- (i) in the event that an offshore accommodation platform is constructed under this licence up to 434,004 m<sup>3</sup> of inert material of natural origin produced during construction drilling and seabed preparation for foundation works comprised in Work No. 3; or
  - (ii) in the event that no offshore accommodation platform is constructed under this up to 414,762 m<sup>3</sup> of inert material of natural origin produced during construction drilling and seabed preparation for foundation works comprised in Work No. 3; and
- (f) the removal of the substances and articles specified in sub-paragraph (4) below.
- (2) Such activities are authorised in relation to the construction, maintenance and operation of—
- Work No. 3— An offshore wind generating station within Wind Farm Area 3, whose coordinates constitute the limits of deviation for Work No. 3 and are specified in Table 1, comprising—*
- (a) up to 80 wind turbine generators fixed to the seabed;
  - (b) a network of subsea inter-array electrical circuits connecting the structures comprised in Work No. 3—
    - (i) with each other;
    - (ii) with any other structure located within Wind Farm Area 3; and
    - (iii) (for the purpose of connecting any structure comprised in Work No. 3 with any structure comprised in Works Nos. 1, 2 and 4) with the network of electrical circuits comprised in Works Nos. 1, 2 and 4;
  - (c) up to one offshore accommodation platform fixed to the seabed which may be connected to one of the offshore HVAC collector substations or offshore HVDC converter stations within Work No. 4 by an unsupported steel bridge, provided that the combined total of offshore accommodation platforms constructed in whole or in part within Works Nos. 1, 2 and 3 does not exceed two.

**Table 1: Co-ordinates for Wind Farm Area 3 (limits of deviation for Work No.3)**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 55' 46.445" N	1° 47' 47.796" E
2	53° 56' 22.870" N	1° 51' 57.409" E
3	53° 55' 31.318" N	1° 52' 54.282" E
4	53° 55' 37.592" N	1° 53' 38.108" E
5	53° 55' 23.329" N	1° 55' 20.262" E
6	53° 55' 8.162" N	1° 56' 10.619" E
7	53° 55' 27.264" N	1° 58' 23.884" E
8	53° 55' 20.760" N	1° 58' 30.994" E
9	53° 49' 44.770" N	2° 4' 37.254" E
10	53° 49' 40.620" N	2° 4' 41.765" E
11	53° 49' 58.584" N	1° 59' 54.762" E

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<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
12	53° 49' 58.944" N	1° 58' 59.804" E
13	53° 50' 0.845" N	1° 53' 51.856" E
14	53° 50' 1.222" N	1° 53' 51.441" E
15	53° 55' 44.123" N	1° 47' 31.921" E

In connection with such Work No. 3, further associated development as may be necessary or expedient in connection with the authorised scheme within the Order limits and which fall within the scope of the environmental impact assessment recorded in the Environmental Statement;

In connection with such Work No. 3, ancillary works consisting of works and operations within the Order limits comprising temporary anchorage of vessels and buoys, beacons, fenders and other navigational warning or ship impact protection works.

(3) Work No. 3 may not be constructed, in whole or part, if either Works Nos. 1 or 2 are constructed so as to include more than 80 wind turbine generators.

(4) The substances or articles authorised for deposit at sea are—

- (a) iron and steel;
- (b) stone and rock;
- (c) concrete;
- (d) sand and gravel;
- (e) plastic and synthetic; and
- (f) material extracted from within Wind Farm Area 3 during construction drilling and seabed preparation for foundation works.

(5) The grid co-ordinates for disposal site reference HU206 (Hornsea Project One Subzone 1) are specified in Table 2.

**Table 2: Co-ordinates for disposal site HU206**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 58' 42.179" N	1° 44' 31.880" E
2	53° 55' 46.445" N	1° 47' 47.796" E
3	53° 56' 22.870" N	1° 51' 57.409" E
4	53° 55' 31.318" N	1° 52' 54.282" E
5	53° 55' 37.592" N	1° 53' 38.108" E
6	53° 55' 23.329" N	1° 55' 20.262" E
7	53° 55' 8.162" N	1° 56' 10.619" E
8	53° 55' 35.429" N	1° 59' 20.944" E
9	53° 55' 2.525" N	1° 59' 45.776" E
10	53° 55' 22.663" N	2° 2' 14.219" E
11	53° 56' 16.303" N	2° 1' 15.269" E
12	53° 56' 46.586" N	2° 5' 4.031" E



<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
13	53° 57' 12.481" N	2° 4' 32.376" E
14	53° 57' 24.509" N	2° 6' 6.700" E
15	53° 50' 10.018" N	2° 13' 57.158" E
16	53° 49' 14.297" N	2° 11' 36.820" E
17	53° 49' 58.584" N	1° 59' 54.762" E
18	53° 49' 58.944" N	1° 58' 59.804" E
19	53° 50' 5.118" N	1° 38' 58.430" E
20	53° 55' 9.293" N	1° 39' 52.024" E
21	53° 56' 3.228" N	1° 41' 0.143" E
22	53° 56' 29.670" N	1° 43' 45.592" E
23	53° 58' 17.828" N	1° 41' 46.795" E

(6) The provisions of section 72 of the 2009 Act shall apply to this licence, save that the provisions of section 72(7) and 72(8) relating to the transfer of the licence shall only apply to a transfer not falling within article 34 of the Order.

### **Duration**

3. This licence shall remain in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the Energy Act 2004, 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.

## **PART 2**

### **Licence conditions**

#### **Design parameters**

- 1.—(1) All wind turbine generators forming part of Work No. 3 must not—
  - (a) be less than 82 metres to the turbine hub when measured from MHWS;
  - (b) exceed a height of 200 metres from MHWS to the upper tip of the vertical blade;
  - (c) exceed a rotor diameter of 178 metres;
  - (d) be less than 22 metres from MHWS to the lowest point of the rotating blade; or
  - (e) be less than 924 metres from the nearest wind turbine generator in all directions.
- (2) References to the location of a wind turbine generator are references to the centre point of the turbine.
2. Any offshore accommodation platform forming part of Work No. 3 must not—
  - (a) exceed 60 metres in height above MHWS;
  - (b) have a platform which at its greatest extent exceeds, 3,600 m<sup>2</sup> or 60 metres in width.

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3. The diameter of the electrical circuits comprising the electrical circuits within Work No. 3 must not exceed 170 mm.

4. The electrical circuits comprised in Work No. 3 must be installed by use of, or a combination of, ploughing, trenching, jetting, rock-cutting, dredging, surface laying with post lay burial, and where ground conditions make burial impracticable, by surface laying.

5.—(1) The licence-holder must in fixing to the seabed any structures comprised in Work No. 3 use one of the following methods—

- (a) monopile foundations;
- (b) jacket foundations supported by piles; or
- (c) gravity base foundations.

(2) The following parameters apply in respect of the foundation methods used to fix wind turbine generators comprised in Work No. 3 to the seabed—

- (a) where monopile foundations are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,419 m<sup>2</sup>;
  - (ii) the diameter of each foundation must not exceed 8.5 metres;
- (b) where jacket foundations (driven/drilled piles) are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 707 m<sup>2</sup> per wind turbine;
  - (ii) the number of piles per jacket must not exceed four;
  - (iii) the diameter of each pile must not exceed three metres;
- (c) where jacket foundations (suction piles) are used—
  - (i) the area occupied by the foundations and scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
  - (ii) the number of piles per jacket must not exceed four;
  - (iii) the diameter of each pile must not exceed 15 metres;
- (d) where gravity base foundations are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
  - (ii) the seabed levelling diameter must not exceed 70 metres;
  - (iii) the cone diameter must not exceed 50 metres at its base.

(3) The following parameters apply in respect of the foundation methods used to fix any offshore accommodation platform comprised in Work No. 3 to the seabed—

- (a) where monopile foundations are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,419 m<sup>2</sup>;
  - (ii) the diameter of each foundation must not exceed 8.5 metres;
- (b) where jacket foundations (driven/drilled piles) are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,414 m<sup>2</sup>;
  - (ii) the number of piles must not exceed eight;

- (iii) the diameter of each pile must not exceed three metres;
  - (c) where jacket foundations (suction piles) are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
    - (ii) the number of piles per jacket must not exceed eight;
    - (iii) the diameter of each pile must not exceed 15 metres;
  - (d) where gravity base foundations are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
    - (ii) the seabed levelling diameter must not exceed 70 metres;
    - (iii) the cone diameter must not exceed 50 metres at its base.
- (4) The combined total volume of scour protection for the wind turbine generators and the offshore accommodation platform forming part of Work No. 3 must not exceed 1,079,839 m<sup>3</sup>.
- (5) In the event that no offshore accommodation platform is constructed under this licence, the combined total volume of scour protection for the wind turbine generators forming part of Work No. 3 must not exceed 1,066,508 m<sup>3</sup>.

#### **Notifications and inspections**

- 6.—(1) The licence-holder shall ensure that—
- (a) a copy of this licence and any subsequent amendments or revisions to it are provided to—
    - (i) all agents and contractors notified to the MMO in accordance with the conditions of this licence; and
    - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with the conditions of this licence.
  - (b) Within 28 days of receipt of a copy of this licence those persons referred to in subparagraph (a) shall provide a completed confirmation form to the MMO confirming their understanding of the terms and conditions of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 16 are permitted to carry out the licensed activities.
- (3) Copies of this licence shall also be available for inspection at the following locations—
- (a) the licence-holder's registered address;
  - (b) any site office located at or adjacent to the construction site and used by the licence-holder or its agents and contractors responsible for the loading, transportation or deposit for the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits are to be made.
- (4) The documents referred to in paragraph (1)(a) shall be available for inspection by an enforcement officer at the locations set out in paragraph (3) above at any time.
- (5) The licence-holder must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

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(6) The licence-holder must inform the MMO in writing at least five working days prior to the commencement of the licensed activities or any phase of them.

(7) Prior to the commencement of the licensed activities the licence-holder must publish in the Kingfisher Fortnightly Bulletin details of the vessel routes, timings and locations relating to the construction of the authorised scheme.

(8) The licence-holder shall ensure that a Notice to Mariners is issued at least ten days prior to the commencement of the licensed activities advising of the commencement of licensed activities within Wind Farm Area 3 and the expected vessel routes from the local service ports to the turbine locations.

(9) The Notices to Mariners must be updated and reissued not less frequently than weekly and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under licence condition 13(2)(a). Copies of all notices shall be provided to the MMO.

(10) The licence-holder must notify—

- (a) the UK Hydrographic Office of commencement (within two weeks), progress and completion (within two weeks) of the authorised scheme in order that all necessary amendments to nautical charts are made; and
- (b) the MMO once the authorised scheme is completed and any required lighting or marking has been established.

### **Aids to navigation**

7. The licence-holder must during the whole period from the start of construction of the authorised scheme seaward of MHWS to the completion of decommissioning—

- (a) 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;
- (b) colour all structures in the authorised scheme as directed by Trinity House;
- (c) notify Trinity House as soon as reasonably practicable of both the progress and completion of the authorised scheme (or any phase of it) and any aids to navigation established from time to time;
- (d) provide reports on the working condition of aids to navigation periodically as requested by Trinity House;
- (e) notify Trinity House and the MMO of any failure of the aids to navigation and the timescales in which such failure will be remedied, as soon as possible and no later than 24 hours following the licence-holder becoming aware of any such failure.

### **Provision against danger to navigation**

8. In case of injury to, or destruction or decay of, the authorised scheme or any part of it seaward of MHWS the licence-holder must as soon as reasonably practicable, and no later than 24 hours following the licence-holder becoming aware of any such injury, destruction or decay, notify Trinity House and must lay down such buoys, exhibit such lights and take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

### **Navigational Practice, Safety and Emergency Response**

9.—(1) No part of the authorised scheme seaward of MHWS is to commence until the Secretary of State, in consultation with the MCA, has given written approval for an Emergency Response and Co-operation Plan which includes full details of the emergency co-operation plans for the construction, operation and decommissioning phases of that part of the authorised scheme in accordance with

the MCA recommendations contained within MGN 371 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues”.

(2) No authorised scheme seaward of MHWS is to commence until the Secretary of State, in consultation with the MCA, has confirmed in writing that the licence-holder has taken into account and, so far as is applicable to that stage of the development, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN 371 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (including its annexes).

(3) The Emergency Response and Co-operation Plan must be implemented as approved, unless otherwise agreed in writing by the Secretary of State, in consultation with the MCA.

(4) The licence-holder must during the whole period from the start of construction of the authorised scheme seaward of MHWS to the completion of decommissioning provide relevant information to the MCA to assist in the timely and efficient issuing of notices to mariners and other navigational warnings of the position and nature of the works, such information to be provided to mariners in the shipping and fishing industry as well as to recreational mariners.

### **Colour and lighting**

**10.** Except as otherwise required by Trinity House under condition 7, the licence-holder must colour all structures comprised in Work No. 3 submarine grey (colour code RAL 7035).

### **Chemicals, drilling and debris**

**11.—(1)** All chemicals used in the construction of the authorised scheme shall be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002 (as amended), unless otherwise agreed in writing by the MMO.

(2) The licence-holder shall ensure that any coatings or treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive or the Environment Agency Pollution Prevention Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances shall be undertaken so as to prevent releases into the marine environment including bunding of 110 per cent of the total volume of all reservoirs and containers.

(4) Where foundation drilling works are proposed, in the event that any system other than water based mud is proposed the MMO’s written approval in relation to the proposed disposal of any arisings shall be obtained before the drilling commences, which disposal may also require a marine licence.

(5) The licence-holder shall ensure that any debris arising from the construction of the authorised scheme or temporary works placed below MHWS are removed on completion of the authorised scheme, where practicable.

(6) Prior to the commencement of the licensed activities the licence-holder must submit to the MMO an audit sheet covering all aspects of the construction of the authorised scheme and no works shall commence until the audit sheet content has been agreed with the MMO. The audit sheet shall include details of—

- (a) loading facilities;
- (b) vessels;
- (c) equipment;
- (d) shipment routes;
- (e) working schedules; and

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- (f) all components and materials to be used in the construction of the authorised scheme.
- (7) The audit sheet shall be maintained throughout the construction of the authorised scheme and the MMO shall be notified of any changes on a fortnightly basis.
- (8) In the event that the MMO becomes aware that any of the materials on the audit sheet cannot be accounted for it shall require the licence-holder to carry out a side scan sonar survey to plot all obstructions across Wind Farm Area 3 where construction works and related activities have been carried out under this licence. Local fishermen shall be invited to send a representative to be present during the survey. Any new obstructions that the MMO believes to be associated with the authorised scheme shall be removed at the licence-holder's expense, where practicable.
- (9) The licence-holder shall inform the MMO of the location and quantities of inert material disposed of each month under this licence, by submission of a disposal return by 31st January each year for disposals occurring during the months July to December inclusive of the preceding year, and by 31st July each year for disposals occurring during the months January to June inclusive of that year.
- (10) The licence-holder shall ensure that only inert material of natural origin, produced during construction drilling and seabed preparation for foundation works comprised in Work No. 3, and drilling mud shall be disposed of at disposal site reference HU206 (Hornsea Project One Subzone 1).
- (11) The licence-holder shall ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete, cement mixing and washing areas should be contained to prevent run-off entering the water through the freeing ports.
- (12) The licence-holder shall ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

### **Force majeure**

**12.** If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit—

- (a) authorised deposits outside of Wind Farm Area 3 or disposal site reference HU206 (Hornsea Project One Subzone 1); or
- (b) unauthorised deposits within or outside of Wind Farm Area 3 or disposal site reference HU206 (Hornsea Project One Subzone 1),

because the safety of human life and/or of the vessel is threatened, full details of the circumstances of the deposit shall be notified to the MMO within 48 hours.

### **Pre-construction plans and documentation**

**13.—(1)** The licensed activities shall not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO—

- (a) to ensure conformity with the description of Work No. 3 and compliance with licence conditions 1 to 5 above, a plan, to be agreed in writing with the MMO in consultation with Trinity House and the MCA, which shows—
  - (i) the proposed location and choice of foundation of all wind turbine generators and any offshore accommodation platform, subject to any micro-siting required due to anthropological constraints, environmental constraints, difficult ground conditions or to give adequate spacing between other infrastructure;
  - (ii) the proposed location and height of bridge links;
  - (iii) the height to the tip of the vertical blade, height to the centreline of the generator shaft forming part of the hub, rotor diameter and spacing of all wind turbine generators;

- (iv) whether an accommodation platform will be built as part of Work No.3 and, if so, the height, length and width of that offshore accommodation platform;
  - (v) the length and arrangement of all electrical circuits comprising Work No. 3 subject to any micro-siting required due to anthropological constraints, environmental constraints or difficult ground conditions;
  - (vi) the proposed dimensions of all monopile foundations;
  - (vii) the proposed dimensions of all gravity base foundations;
  - (viii) the proposed dimensions of all jacket foundations; and
  - (ix) the proposed layout of all wind turbine generators and any offshore accommodation platform including all exclusion zones comprised in the licensed activities and showing the indicative programming of particular works as set out in the indicative programme to be provided under paragraph (2)(a).
- (2) The licensed activities, or any phase of those activities, shall not commence until a Code of Construction Practice incorporating the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO—
- (a) a construction and monitoring programme to include details of—
    - (i) the proposed construction start date;
    - (ii) proposed timings for mobilisation of plant, delivery of materials and installation works; and
    - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post construction monitoring and related reporting in accordance with licence conditions 18 to 20. The pre-construction survey programme and all pre-construction survey methodologies shall be submitted to the MMO at least four months prior to the commencement of any survey works detailed within;
  - (b) a construction method statement in accordance with the project description and Environmental Statement and including details of—
    - (i) foundation installation, including any seabed preparation, drilling and disposal of arisings methods;
    - (ii) turbine installation, including any seabed preparation and scour protection;
    - (iii) installation of any offshore accommodation platform, including any seabed preparation and scour protection;
    - (iv) circuit installation, including any seabed preparation and circuit protection;
    - (v) contractors;
    - (vi) vessels; and
    - (vii) associated works;
  - (c) a project environmental management and monitoring plan 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 scheme in relation to all activities carried out below MHWS;
    - (ii) a chemical risk analysis to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
    - (iii) waste management and disposal arrangements;
    - (iv) offshore project maintenance plans including offshore electrical circuit maintenance;

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- (v) locations of any archaeological exclusion zones agreed as part of the written scheme of archaeological investigation approved under sub-paragraph (g);
  - (vi) the appointment and responsibilities of a fisheries liaison officer and an environmental liaison officer; and
  - (vii) a disposal plan detailing the locations, methods and timings of dredging and disposal, as well as disposal site monitoring requirements;
- (d) a scour protection management and cable armouring plan providing details of the need, type, sources, quantity, location and installation methods for scour protection and cable armouring to be within the scope of the environmental impact assessment recorded in the Environmental Statement;
- (e) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol following current best practice as advised by the statutory nature conservation agencies, to include, but not be limited to—
- (i) identification of a Marine Mammal Monitoring Zone (MMMZ);
  - (ii) appointment of an appropriate number of suitably qualified marine mammal observer(s);
  - (iii) methods for the detection of marine mammals within the MMMZ whether visually (by the marine mammal observer(s)) or acoustically using Passive Acoustic Monitoring equipment or other means of detection;
  - (iv) a reporting methodology to enable efficient communication between the marine mammal observer(s) and the person responsible for approving commencement of piling;
  - (v) an appropriate soft start procedure whereby piling activities do not commence until an agreed time has elapsed and during which marine mammals have not been detected within the MMMZ; and
  - (vi) where appropriate, methods for the application of acoustic deterrent devices;
- (f) cable specification and installation plan, to include—
- (i) technical specification of offshore electrical circuits, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice; and
  - (ii) a detailed cable laying plan, including geotechnical data, cable laying techniques and a cable burial risk assessment encompassing the identification of any cable protection which exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA) to be taken to ensure existing and future safe navigation is not compromised;
- (g) a written scheme of archaeological investigation in relation to Wind Farm Area 3 in accordance with industry good practice to include—
- (i) details of responsibilities of the licence-holder, archaeological consultant and contractor;
  - (ii) a methodology for any further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) analysis and reporting of survey data to be submitted to the MMO within four months of survey completion;
  - (iv) delivery of any mitigation including, where necessary, archaeological exclusion zones;



- (v) monitoring during and post construction, including a conservation programme for finds;
  - (vi) archiving of archaeological material; and
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme;
- (h) a marine mammal monitoring plan setting out the circumstances in which marine mammal monitoring will be required and the monitoring to be carried out in such circumstances; and
- (i) an offshore project maintenance plan to be submitted to the MMO at least four months prior to commencement of the operation of the licensed activities and to include provision for the review and resubmission of the plan every three years during the operational phase.
- (3) Prior to the submission of the pre-construction plans and documentation required by this condition the licence-holder must provide a copy of the plans and documentation to the other undertakers listed in Article 3 of the Order.

(4) The other undertakers must provide any comments on the plans and documentation to the licence-holder within 14 days of receipt of the plans and documentation.

(5) The licence-holder shall participate in liaison meetings with other undertakers listed in Article 3 of the Order as requested from time to time by the MMO in writing in advance, which meetings shall be chaired by the MMO and shall consider such matters as are determined by the MMO relating to the efficient operation of a deemed marine licence where it has an impact on the efficient operation of any other deemed marine licence issued under the Order (including as varied or transferred).

(6) Prior to giving its approval under paragraph (2), the MMO must—

- (a) in relation to any programme, statement, plan or protocol submitted under sub-paragraphs (a) to (e) or (h), consult with the relevant statutory nature conservation body;
- (b) in relation to a scheme submitted under sub-paragraph (g), consult with English Heritage.

**14.** The licence-holder shall ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting an English Heritage OASIS form with a digital copy of the report.

**15.—(1)** Each programme, statement, plan, protocol or scheme required to be approved under condition 13—

- (a) shall be submitted for approval at least four months prior to the intended start of construction, except where otherwise stated or where an alternative date is agreed in writing by the MMO; and
- (b) shall be accompanied by—
  - (i) a statement confirming that the licence-holder has complied with condition 13(3) in relation to such programme, statement, plan, protocol or scheme; and
  - (ii) any comments received by the licence-holder under condition 13(4), or a statement from the licence-holder confirming that no such comments were received.

(2) The licence-holder shall comply with all documents approved under licence condition 13 in carrying out the licensed activities except to the extent agreed in writing by the MMO.

(3) Prior to agreeing an alternative date under paragraph (1)(a) or a change to approved details under paragraph (2) relating to any document in respect of which consultation is required under condition 13(6), the MMO must consult with the relevant consultation body referred to in that condition.

### **Reporting of engaged agents, contractors and vessels**

16.—(1) The licence-holder shall provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities at least five working days prior to the commencement of the licensed activities or any part of them; and
- (b) each week during the construction of the authorised scheme, a completed Hydrographic Note H102 listing the construction vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO and MMO Coastal Office in writing prior to the agent, contractor or vessel engaging in the licensed activities. All agents, contractors and/or vessel operators will abide by the conditions set out in this licence.

### **Equipment and Operation of Vessels Engaged in Licensed Activities**

17.—(1) All vessels employed to perform the licensed activities shall be constructed and equipped to be capable of the proper performance of such activities in accordance with the conditions of this licence and shall comply with paragraphs (2) to (6).

(2) All motor powered vehicles must be fitted with—

- (a) electronic positioning aid to provide navigational data;
- (b) radar;
- (c) echo sounder; and
- (d) multi-channel VHF.

(3) No radio beacon or radar beacon operating on the marine frequency bands shall be installed or used without the prior written approval of the Secretary of State.

(4) All vessels' names or identification shall be clearly marked on the hull or superstructure of the vessel.

(5) All communication on VHF working frequencies shall be in English.

(6) No vessel shall engage in the licensed activities until all the equipment specified in paragraph (2) is fully operational.

### **Pre-construction monitoring and surveys**

18.—(1) The licence-holder must, when submitting details under condition 13(2)(a)—

- (a) in relation to the proposed pre-construction surveys, include methodologies and timings, and specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement; and
- (b) in relation to the baseline report proposals shall ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and shall make clear what post-construction comparison is intended and the justification for this being required.

(2) Subject to receipt from the licence-holder of specific proposals pursuant to this condition, it is expected that the pre-construction surveys will comprise, in outline—

- (a) a high resolution swath bathymetric survey to include a 100% coverage and a side scan sonar survey of the part(s) of Wind Farm Area 3 in which it is proposed to carry out construction works and disposal activities under this licence, including a 500m buffer around the site of each works;

- (b) a survey of existing ornithological activity covering the part(s) of Wind Farm Area 3 within which it is proposed to carry out construction works under this licence, and any wider area(s) where appropriate, which is required to test predictions in the Environmental Statement concerning key ornithological interests of relevance to the authorised scheme;
- (c) a survey to determine the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance in the part(s) of Wind Farm Area 3 in which it is proposed to carry out construction works under this licence; and
- (d) any marine mammal monitoring required by the marine mammal monitoring plan submitted in accordance with condition 13(2)(h).

### **Construction monitoring**

**19.**—(1) The licence-holder must, when submitting details of proposed construction monitoring under condition 13(2)(a), include methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement.

(2) Subject to receipt from the licence-holder of specific proposals pursuant to this condition, it is expected that the construction monitoring will comprise, in outline—

- (a) except to the extent agreed in writing by the MMO, measurements of noise generated by the installation of the first four foundations of each discrete foundation type to be constructed under this licence where driven or part-driven pile foundations are used; and
- (b) recording of any visual sightings or acoustic detection of marine mammals where required as part of the marine mammal mitigation protocol under condition 13(2)(e).

(3) The results of the initial noise measurements monitored in accordance with paragraph (2)(a) must be provided to the MMO within six weeks of the installation of the first four foundations of each discrete foundation type. The assessment of this report by the MMO shall determine whether any further noise monitoring is required.

(4) Construction monitoring shall include vessel traffic monitoring by Automatic Identification System for the duration of the construction period. A report will be submitted to the MMO and the MCA at the end of each year of the construction period.

### **Post construction**

**20.**—(1) The licence-holder must, when submitting details of proposed post-construction surveys under condition 13(2)(a), include methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals shall specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement.

(2) Subject to receipt of specific proposals, it is expected that the post-construction surveys will comprise, in outline—

- (a) an ornithological survey covering the part(s) of Wind Farm Area 3 within which construction works were carried out under this licence, and any wider area(s) where appropriate, which is required to test predictions in the Environmental Statement concerning key ornithological interests of relevance to the authorised scheme;
- (b) a high resolution swath bathymetric survey of the following to assess any changes in bedform morphology—

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- (i) a representative sample area, to be agreed in writing with the MMO, of the part(s) of Wind Farm Area 3 within which construction works and disposal activities were carried out under this licence, and such further monitoring as may be required to ensure that the cables have been buried or protected; and
  - (ii) an area not to exceed 125 per cent of the predicted scour area around a selection of turbines, such selection to be based on the desk based assessment;
  - (c) a survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance identified in the pre-construction survey in the part(s) of Wind Farm Area 3 in which construction works were carried out. The survey design will be informed by the results of the pre-construction benthic survey;
  - (d) vessel traffic monitoring by Automatic Identification System, for 28 days taking account seasonal variations in traffic patterns, for a maximum duration of one year post construction. A report will be submitted to the MMO and the MCA at the end of the first year after construction is completed; and
  - (e) any marine mammal monitoring required by the marine mammal monitoring plan submitted in accordance with condition 13(2)(h).
- (3) Prior to carrying out the survey required under paragraph (2)(b), the licence-holder must submit to the MMO for written approval a desk based assessment (which takes account of all factors which influence scour) identifying the turbines with greatest potential for scour. The survey will be used to validate the desk based assessment and the significance of any differences between the predicted scour and recorded scour will be assessed in the survey report which will be submitted to the MMO. The need for further surveys will be agreed in writing with the MMO following submission of the first year of survey data.

#### **Amendments to details**

**21.**—(1) With respect to any condition of this licence which requires the licensed activities to be carried out in accordance with the plans and programmes approved by the MMO, the approved plans and programmes shall be taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Where the words ‘except to the extent agreed in writing by the MMO’ appear in these licence conditions, any such agreement or statement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of MMO that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the Environmental Statement.

#### **Offshore Decommissioning**

**22.** No decommissioning activities shall commence until plans for the carrying out of such activities have been submitted to and approved in writing by the MMO.

SCHEDULE 11

Article 35

Deemed Marine Licences under the Marine and  
Coastal Access Act 2009 – Deemed Marine Licence 4

PART 1

Licensed marine activities

**Interpretation**

1.—(1) In this licence—

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“ancillary vessel” means any vessel other than a construction vessel or a survey vessel;

“ancillary works” means the ancillary works described in paragraph 2 of this Part of this licence which are not development within the meaning of section 32 of the 2008 Act;

“Annex I Habitat” means such habitat as defined under the EU Council [Directive 92/43/EEC](#) on the Conservation of Natural Habitats and of Wild Fauna and Flora;

“authorised development” means the development described in Part 1 of Schedule 1 of the Order, which is development within the meaning of section 32 of the 2008 Act;

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

“authorised scheme” means Works Nos. 4 to 7 described in paragraph 2 of Part 1 of this licence;

“Cefas” means the Centre for Environment, Fisheries and Aquaculture Science or any replacement body;

“commence” means the first carrying out of any part of the licensed activities, save for pre-construction surveys and monitoring, and “commencement” shall be construed accordingly;

“construction vessel” means any vessel involved in the course of or used for the construction and/or maintenance of the authorised project;

“debris” means items or equipment of a significant size left on the seabed being lost from survey or construction vessels;

“electrical circuit” means a number of electrical conductors necessary to transmit electricity between two points within the authorised project; this comprises, in the case of HVAC transmission, three conductors which may be bundled as one cable, and, in the case of HVDC transmission two conductors, which may be attached together or take the form of single cables: the circuit may include one or more auxiliary cables (normally fibre optic cables) for the purpose of control, monitoring, protection or general communications;

“enforcement officer” means a person authorised to carry out enforcement duties under Part 4, Chapter 3 of the 2009 Act;

“the Environmental Statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order;

“gravity base foundation” means either—

- (a) a structure principally of concrete and/or steel which rests on the seabed due either to its own weight and that of added ballast or to the weight of water above it, and may include associated equipment including suction piles, J-tubes and access platforms; or

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- (b) a structure principally of concrete and/or steel consisting of a platform supported on two pontoons to which the platform is connected by columns which may be connected by braces;

“high tide” means the state of the tide when it reaches its highest level during a tidal cycle, as may be published from time to time on the United Kingdom Hydrograph Office Admiralty EasyTide Website, or such other publication as may be approved by the MMO;

“HVAC” means high voltage alternating current;

“HVDC” means high voltage direct current;

“the intertidal area” means the area between mean high water springs and mean low water springs;

“the intertidal works plans” means the part of the works plans described as the intertidal works plans;

“jacket foundation” means a lattice construction comprising tubular members and joints which are fixed to the seabed with piles (either driven/drilled piles or suction piles) and which will include platforms and J-tubes and may include braced monopiles and a transition piece;

“the Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO;

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

“the licence conditions” means the conditions set out in Part 2 of this licence;

“licence-holder” means Heron Wind Limited.;

“maintain” includes, to the extent assessed in the environmental statement—

- (a) inspect, repair, adjust and alter; and
- (b) in respect of any of the ancillary works and any component part of any wind turbine generator, offshore accommodation platform, offshore HVAC collector substation, offshore HVDC converter station or offshore reactive compensation substation described in Part 1 of Schedule 1 (authorised development) of the Order also includes remove, reconstruct and replace,

but does not include the alteration, removal or replacement of foundations; and “maintenance” shall be construed accordingly;

“major storm event” means a greater than one in ten year wave event within the offshore Order limits seaward of MHWS in terms of wave height, measured by reference to the height of waves recorded at the nearest wave buoy to the authorised scheme as agreed with the MMO, and the WaveNet data published by Cefas, or such other means of measurement as may be agreed with the MMO;

“the Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence or any successor to its statutory functions;

“the Maritime and Coastguard Agency” or “MCA” means the executive agency of the Department for Transport or any successor to its statutory functions;

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

“mean low water springs” or “MLWS” means the lowest level which spring tides reach on average over a period of time;

“monopile foundation” comprises a large diameter steel or concrete tube or pile driven vertically into the seabed, J-tubes and platforms and may include external structural devices such as bracing members or steel anchor wires and a transition piece;

“Natural England” means the body established by section 1 of the Natural Environment and Rural Communities Act 2006 or any successor to its statutory functions;

“Notice to Mariners” includes any Notice to Mariners which may be issued by Admiralty, Trinity House, Queen’s harbourmasters, government departments and harbour and pilotage authorities;

“offshore accommodation platform” means a platform housing or incorporating temporary accommodation, landing ports for vessels and/or helicopters, standby electricity generation equipment, marking and lighting and other equipment facilities to assist in the co-ordination of marine activities related to the authorised scheme;

“offshore HVAC collector substation” means a structure serving as a collection point for the inter-array electrical circuits and containing equipment with the purpose of transforming the electricity generated at the wind turbines to a higher voltage; it may also include a helicopter platform;

“offshore HVDC converter station” means a structure which contains equipment to convert HVAC electricity to HVDC electricity; it may also include a helicopter platform;

“offshore Order limits” means the limits shown on the offshore works plans and the intertidal works plans within which the authorised scheme may be carried out, whose grid coordinates are set out in paragraph 2(2) of this licence;

“offshore reactive compensation substation” means a structure housing electrical reactors for the purpose of limiting electrical losses in the course of HVAC transmission by providing reactive compensation; it may also include a helicopter platform;

“the offshore works plans” means the part of the works plans described as the offshore works plans;

“the Order limits” means the limits shown on the works plans within which the authorised project may be carried out;

“the Order” means the Hornsea One Offshore Wind Farm Order 2014;

“the project description” means the document certified as the project description by the Secretary of State for the purposes of the Order and submitted with the application on 30th July 2013 (Chapter Three, Volume One of the Environmental Statement);

“suction pile” means a large diameter steel cylinder which is fixed to the base of the foundation and partially penetrates the seabed and remains in place using its weight and hydrostatic pressure differential;

“survey vessels” means the vessels licensed to carry out environmental or engineering surveys;

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

“the UK Hydrographic Office” means the Hydrographic Office of the Ministry of Defence, Taunton, Somerset TA1 2DN or any replacement body or successor to its functions;

“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 and including ancillary vessels and construction vessels;

“VHF” means very high frequency;

“Wind Farm Area 1” means the area within the limits of deviation for Work No. 1 of which the co-ordinates are specified in Part 1 of Schedule 1 of the Order and shown on the works plans;

“Wind Farm Area 2” means the area within the limits of deviation for Work No. 2 of which the co-ordinates are specified in Part 1 of Schedule 1 of the Order and shown on the works plans;

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“Wind Farm Area 3” means the area within the limits of deviation for Work No. 3 of which the co-ordinates are specified in Part 1 of Schedule 1 of the Order and shown on the works plans;

“wind turbine generator” or “wind turbine” means a structure comprising any or all of a tower, rotor, blades, nacelle and ancillary electrical and other equipment or structures which may include lighting and a helicopter platform, fixed to a foundation;

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

“Work No. 1” means an offshore wind generating station within Wind Farm Area 1 and described as Work No. 1 in Part 1 of Schedule 1 of the Order;

“Work No. 2” means an offshore wind generating station within Wind Farm Area 2 and described as Work No. 2 in Part 1 of Schedule 1 of the Order;

“Work No. 3” means an offshore wind generating station within Wind Farm Area 3 and described as Work No. 3 in Part 1 of Schedule 1 of the Order;

“Work No. 8” means up to four underground electrical circuit transition joint bays in the vicinity of Horseshoe Point in the parish of North Coates in the County of Lincolnshire, housing the connections between the offshore and the onshore electrical circuits;

“the works plans” means the plans certified as the works plans by the Secretary of State for the purposes of the Order divided into three parts and described as the offshore works plans, the intertidal works plans and the onshore works plans.

(2) References to Works No.4 to 7 are to the works described in paragraph 2 of Part 1 of this licence.

(3) A reference to any statute, order, regulation or similar instrument shall be 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.

(4) Unless otherwise indicated—

(a) all times shall be taken to be Greenwich Mean Time (GMT);

(b) all co-ordinates shall be taken to be latitude and longitude degrees, minutes and seconds to three decimal places in WGS84 Datum.

(5) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence shall be—

(a) Marine Management Organisation

Marine Licensing Team

Lancaster House

Hampshire Court

Newcastle upon Tyne

NE4 7YH

Tel: 0300 123 1032

Email: [marine.consents@marinemanagement.org.uk](mailto:marine.consents@marinemanagement.org.uk)

(b) Marine Management Organisation (referred to as the “MMO Coastal Office”)

Estuary House

Wharnccliffe Road

Grimsby

Lincolnshire

DN31 3QL



Tel: 01472 355 112

(c) Trinity House

Tower Hill

London

EC3N 4DH

Tel: 020 7481 6900

(d) The United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset

TA1 2DN

Tel: 01823 337 900

(e) Maritime and Coastguard Agency

Navigation Safety Branch

Bay 2/04

Spring Place

105 Commercial Road

Southampton

SO15 1EG

Tel: 023 8032 9191

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244

(g) Natural England

Foundry House

3 Millsands

Riverside Exchange

Sheffield

S3 8NH

Tel: 0300 060 4911

(h) Joint Nature Conservation Committee

Inverdee House

Baxter Street

Aberdeen

AB11 9QA

Tel: 01224 266 550

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- (i) English Heritage  
 Eastgate Court  
 195-205 High Street  
 Guildford  
 GU1 3EH  
 Tel: 01483 252 057

### Details of licensed activities

2.—(1) This licence authorises the licence-holder (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities pursuant to section 66(1) of the 2009 Act, subject to the licence conditions—

- (a) the deposit at sea of the substances and articles specified in sub-paragraph (3) below;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) dredging;
- (d) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (e) the disposal at disposal site reference HU206 (Hornsea Project One Subzone 1) of up to 239,210 m<sup>3</sup> of inert material of natural origin produced during construction drilling and seabed preparation for foundation works comprised in Work No. 4;
- (f) the disposal at disposal site reference HU205 (Hornsea Disposal Area 1) of up to 19,242 m<sup>3</sup> of inert material of natural origin produced during construction drilling and seabed preparation for foundation works and comprised in Work No. 5;
- (g) the disposal at disposal site reference HU209 (Hornsea Project One Sandwave Clearance Disposal Area 1A) of up to 634,500 m<sup>3</sup> of inert material of natural origin produced during cable sandwave preparation works comprised in Work No. 6;
- (h) the disposal at disposal site reference HU210 (Hornsea Project One Sandwave Clearance Disposal Area 1B) of up to 65,500 m<sup>3</sup> of inert material of natural origin produced during cable sandwave preparation works comprised in Work No. 6; and
- (i) the removal of the substances and articles specified in sub-paragraph (3) below.

(2) Such activities are authorised in relation to the construction, maintenance and operation of—  
*Work No. 4* — up to five offshore HVAC collector substations and, in the event that the mode of transmission is HVDC, up to two offshore HVDC converter stations together with a network of electrical circuits connecting the structures within Work No. 4. The limits of deviation for Work No. 4 are specified in Table 1.

**Table 1: Limits of deviation for Work No. 4**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 58' 42.179" N	1° 44' 31.880" E
2	53° 55' 46.445" N	1° 47' 47.796" E
3	53° 56' 22.870" N	1° 51' 57.409" E
4	53° 55' 31.318" N	1° 52' 54.282" E
5	53° 55' 37.592" N	1° 53' 38.108" E

**Status:** This is the original version (as it was originally made).

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
6	53° 55' 23.329" N	1° 55' 20.262" E
7	53° 55' 8.162" N	1° 56' 10.619" E
8	53° 55' 35.429" N	1° 59' 20.944" E
9	53° 55' 2.525" N	1° 59' 45.776" E
10	53° 55' 22.663" N	2° 2' 14.219" E
11	53° 56' 16.303" N	2° 1' 15.269" E
12	53° 56' 46.586" N	2° 5' 4.031" E
13	53° 57' 12.481" N	2° 4' 32.376" E
14	53° 57' 24.509" N	2° 6' 6.700" E
15	53° 50' 10.018" N	2° 13' 57.158" E
16	53° 49' 14.297" N	2° 11' 36.820" E
17	53° 49' 58.584" N	1° 59' 54.762" E
18	53° 49' 58.944" N	1° 58' 59.804" E
19	53° 50' 5.118" N	1° 38' 58.430" E
20	53° 55' 9.293" N	1° 39' 52.024" E
21	53° 56' 3.228" N	1° 41' 0.143" E
22	53° 56' 29.670" N	1° 43' 45.592" E
23	53° 58' 17.828" N	1° 41' 46.795" E

*Work No. 5* — in the event that the mode of transmission is HVAC, an offshore reactive compensation substation fixed to the seabed at latitude point 53° 37' 39.284" N and longitude point 0° 56' 9.841" E, subject to deviation within the limits of deviation specified in Table 2.

**Table 2: Limits of deviation for Work No. 5**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 37' 47.368" N	0° 56' 9.446" E
2	53° 37' 47.217" N	0° 56' 12.482" E
3	53° 37' 46.669" N	0° 56' 15.386" E
4	53° 37' 45.750" N	0° 56' 18.012" E
5	53° 37' 44.507" N	0° 56' 20.228" E
6	53° 37' 43.002" N	0° 56' 21.923" E
7	53° 37' 41.311" N	0° 56' 23.012" E
8	53° 37' 39.518" N	0° 56' 23.440" E
9	53° 37' 37.713" N	0° 56' 23.187" E
10	53° 37' 35.987" N	0° 56' 22.264" E

**Status:** This is the original version (as it was originally made).

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
11	53° 37' 34.426" N	0° 56' 20.719" E
12	53° 37' 33.109" N	0° 56' 18.628" E
13	53° 37' 32.101" N	0° 56' 16.096" E
14	53° 37' 31.454" N	0° 56' 13.251" E
15	53° 37' 31.199" N	0° 56' 10.235" E
16	53° 37' 31.349" N	0° 56' 7.199" E
17	53° 37' 31.898" N	0° 56' 4.295" E
18	53° 37' 32.816" N	0° 56' 1.670" E
19	53° 37' 34.059" N	0° 55' 59.454" E
20	53° 37' 35.564" N	0° 55' 57.759" E
21	53° 37' 37.255" N	0° 55' 56.669" E
22	53° 37' 39.048" N	0° 55' 56.240" E
23	53° 37' 40.853" N	0° 55' 56.493" E
24	53° 37' 42.579" N	0° 55' 57.416" E
25	53° 37' 44.140" N	0° 55' 58.961" E
26	53° 37' 45.458" N	0° 56' 1.052" E
27	53° 37' 46.465" N	0° 56' 3.584" E
28	53° 37' 47.113" N	0° 56' 6.429" E

*Work No. 6* — a marine connection to the shore, including cable and pipeline crossing works which—

- (a) if the mode of transmission is HVAC, consists of up to four subsea electrical circuits proceeding from the offshore HVAC collector substations in Wind Farm Areas 1, 2 and 3 via and connecting with the offshore reactive compensation substation comprised in Work No. 5; or
- (b) if the mode of transmission is HVDC, consists of two subsea electrical circuits proceeding from the offshore HVDC converter station or stations within Wind Farm Areas 1, 2 and 3,

and in either case terminates at the commencement of Work No. 7. The limits of deviation for Work No. 6 are those specified in the offshore works plans, with the principal co-ordinates for the marine export cable area identified in Table 3.

**Table 3: Limits of deviation for the marine export cable area**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 58' 42.179" N	1° 44' 31.880" E
2	53° 55' 46.445" N	1° 47' 47.796" E
3	53° 56' 22.870" N	1° 51' 57.409" E
4	53° 55' 31.318" N	1° 52' 54.282" E
5	53° 55' 37.592" N	1° 53' 38.108" E

**Status:** This is the original version (as it was originally made).

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
6	53° 55' 23.329" N	1° 55' 20.262" E
7	53° 55' 8.162" N	1° 56' 10.619" E
8	53° 55' 35.429" N	1° 59' 20.944" E
9	53° 55' 2.525" N	1° 59' 45.776" E
10	53° 55' 22.663" N	2° 2' 14.219" E
11	53° 56' 16.303" N	2° 1' 15.269" E
12	53° 56' 46.586" N	2° 5' 4.031" E
13	53° 57' 12.481" N	2° 4' 32.376" E
14	53° 57' 24.509" N	2° 6' 6.700" E
15	53° 50' 10.018" N	2° 13' 57.158" E
16	53° 49' 14.297" N	2° 11' 36.820" E
18	53° 48' 24.484" N	2° 10' 40.243" E
19	53° 48' 17.722" N	2° 7' 38.708" E
22	53° 48' 51.983" N	2° 0' 20.504" E
24	53° 48' 48.527" N	1° 56' 7.168" E
27	53° 48' 10.932" N	1° 53' 5.208" E
30	53° 47' 39.535" N	1° 46' 16.691" E
33	53° 46' 9.387" N	1° 38' 58.729" E
37	53° 46' 4.677" N	1° 37' 22.711" E
39	53° 44' 47.813" N	1° 28' 38.495" E
44	53° 44' 47.743" N	1° 27' 26.607" E
46	53° 44' 36.477" N	1° 25' 23.743" E
153	53° 42' 30.629" N	1° 15' 58.654" E
164	53° 42' 28.182" N	1° 14' 34.895" E
276	53° 39' 35.134" N	1° 6' 29.785" E
328	53° 38' 17.582" N	1° 2' 16.928" E
459	53° 36' 54.624" N	0° 51' 31.062" E
461	53° 36' 15.738" N	0° 48' 52.425" E
525	53° 35' 21.166" N	0° 43' 44.242" E
527	53° 31' 50.425" N	0° 40' 55.898" E
528	53° 31' 38.281" N	0° 40' 8.340" E
533	53° 28' 36.676" N	0° 20' 3.846" E
544	53° 31' 43.122" N	0° 12' 21.707" E

**Status:** This is the original version (as it was originally made).

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
545	53° 30' 57.432" N	0° 5' 59.890" E
546	53° 30' 35.438" N	0° 5' 23.202 E
547	53° 30' 42.212" N	0° 5' 9.948" E
549	53° 31' 36.033" N	0° 6' 10.831" E
588	53° 32' 16.976" N	0° 12' 37.072" E
771	53° 29' 11.523" N	0° 20' 5.981" E
1009	53° 31' 28.589" N	0° 35' 44.348" E
1010	53° 32' 0.855" N	0° 37' 42.781" E
1011	53° 32' 17.793" N	0° 39' 31.883" E
1012	53° 32' 35.749" N	0° 39' 45.737" E
1013	53° 33' 8.117" N	0° 39' 47.665" E
1014	53° 34' 28.861" N	0° 41' 27.396" E
1015	53° 35' 42.522" N	0° 42' 37.802" E
1018	53° 36' 25.571" N	0° 43' 54.129" E
1089	53° 37' 2.569" N	0° 47' 31.846" E
1091	53° 37' 30.986" N	0° 49' 14.023" E
1094	53° 37' 29.991" N	0° 51' 27.606" E
1095	53° 37' 36.904" N	0° 52' 22.841" E
1119	53° 38' 45.654" N	0° 57' 1.237" E
1151	53° 39' 16.652" N	1° 1' 1.016" E
1157	53° 39' 42.566" N	1° 1' 40.167" E
1163	53° 41' 20.037" N	1° 6' 45.836" E
1165	53° 42' 59.843" N	1° 14' 18.127" E
1172	53° 43' 0.151" N	1° 15' 37.960" E
1173	53° 45' 6.659" N	1° 25' 3.239" E
1174	53° 45' 19.169" N	1° 27' 18.352" E
1189	53° 45' 20.249" N	1° 28' 32.601" E
1256	53° 46' 36.946" N	1° 36' 57.722" E
1270	53° 46' 40.338" N	1° 38' 22.735" E
1272	53° 50' 5.118" N	1° 38' 58.430" E
1273	53° 55' 9.293" N	1° 39' 52.024" E
1274	53° 56' 3.228" N	1° 41' 0.143" E
1275	53° 56' 29.670" N	1° 43' 45.592" E

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1276	53° 58' 17.828" N	1° 41' 46.795" E

*Work No. 7*— a foreshore connection consisting of an extension of the electrical circuits comprised in *Work No. 6*, including cable crossing works, crossing under the existing sea wall using the horizontal directional drilling method and terminating at the electrical circuit transition joint bays (*Work No. 8*).

And in connection with such *Works Nos. 4 to 7*, further associated development as may be necessary or expedient in connection with the authorised scheme within the Order limits and which fall within the scope of the environmental impact assessment recorded in the Environmental Statement.

And in connection with such *Works Nos. 4 to 7*, ancillary works consisting of works and operations within the Order limits comprising temporary anchorage of vessels and buoys, beacons, fenders and other navigational warning or ship impact protection works.

(3) The substances or articles authorised for deposit at sea are—

- (a) iron and steel;
- (b) stone and rock;
- (c) concrete;
- (d) sand and gravel;
- (e) plastic and synthetic; and
- (f) material extracted from within the offshore Order limits during construction drilling and seabed preparation for foundation works and cable sandwave preparation works.

(4) The grid co-ordinates for disposal site reference HU205 (Hornsea Disposal Area 1) are specified in Table 4.

**Table 4: Co-ordinates for disposal site HU205**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 37' 22.048" N	00° 55' 08.301" E
2	53° 37' 30.025" N	00° 55' 03.615" E
3	53° 37' 40.393" N	00° 55' 01.826" E
4	53° 37' 50.656" N	00° 55' 04.547" E
5	53° 37' 58.609" N	00° 55' 10.070" E
6	53° 38' 04.286" N	00° 55' 16.359" E
7	53° 38' 10.156" N	00° 55' 25.880" E
8	53° 38' 14.547" N	00° 55' 36.526" E
9	53° 38' 18.433" N	00° 55' 52.770" E
10	53° 38' 19.667" N	00° 56' 06.330" E
11	53° 38' 19.497" N	00° 56' 17.003" E
12	53° 38' 18.089" N	00° 56' 28.969" E
13	53° 38' 14.135" N	00° 56' 44.345" E
14	53° 38' 07.743" N	00° 56' 58.162" E

*Status: This is the original version (as it was originally made).*

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
15	53° 37' 59.074" N	00° 57' 09.156" E
16	53° 37' 51.599" N	00° 57' 14.631" E
17	53° 37' 38.643" N	00° 57' 17.843" E

(5) The grid co-ordinates for disposal site reference HU206 (Hornsea Project One Subzone 1) are specified in Table 5.

**Table 5: Co-ordinates for disposal site HU206**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 58' 42.179" N	1° 44' 31.880" E
2	53° 55' 46.445" N	1° 47' 47.796" E
3	53° 56' 22.870" N	1° 51' 57.409" E
4	53° 55' 31.318" N	1° 52' 54.282" E
5	53° 55' 37.592" N	1° 53' 38.108" E
6	53° 55' 23.329" N	1° 55' 20.262" E
7	53° 55' 8.162" N	1° 56' 10.619" E
8	53° 55' 35.429" N	1° 59' 20.944" E
9	53° 55' 2.525" N	1° 59' 45.776" E
10	53° 55' 22.663" N	2° 2' 14.219" E
11	53° 56' 16.303" N	2° 1' 15.269" E
12	53° 56' 46.586" N	2° 5' 4.031" E
13	53° 57' 12.481" N	2° 4' 32.376" E
14	53° 57' 24.509" N	2° 6' 6.700" E
15	53° 50' 10.018" N	2° 13' 57.158" E
16	53° 49' 14.297" N	2° 11' 36.820" E
17	53° 49' 58.584" N	1° 59' 54.762" E
18	53° 49' 58.944" N	1° 58' 59.804" E
19	53° 50' 5.118" N	1° 38' 58.430" E
20	53° 55' 9.293" N	1° 39' 52.024" E
21	53° 56' 3.228" N	1° 41' 0.143" E
22	53° 56' 29.670" N	1° 43' 45.592" E
23	53° 58' 17.828" N	1° 41' 46.795" E

(6) The grid co-ordinates for disposal site reference HU209 (Hornsea Project One Sandwave Clearance Disposal Area 1A) are specified in Table 6.



**Table 6: Co-ordinates for disposal site HU209**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
A	53° 36' 40.490" N	00° 50' 41.571" E
B	53° 36' 54.624" N	00° 51' 31.062" E
C	53° 37' 22.048" N	00° 55' 08.301" E
1	53° 37' 22.048" N	00° 55' 08.301" E
2	53° 37' 30.025" N	00° 55' 03.615" E
3	53° 37' 40.393" N	00° 55' 01.826" E
4	53° 37' 50.656" N	00° 55' 04.547" E
5	53° 37' 58.609" N	00° 55' 10.070" E
6	53° 38' 04.286" N	00° 55' 16.359" E
7	53° 38' 10.156" N	00° 55' 25.880" E
8	53° 38' 14.547" N	00° 55' 36.526" E
9	53° 38' 18.433" N	00° 55' 52.770" E
10	53° 38' 19.667" N	00° 56' 06.330" E
11	53° 38' 19.497" N	00° 56' 17.003" E
12	53° 38' 18.089" N	00° 56' 28.969" E
13	53° 38' 14.135" N	00° 56' 44.345" E
14	53° 38' 07.743" N	00° 56' 58.162" E
15	53° 37' 59.074" N	00° 57' 09.156" E
16	53° 37' 51.599" N	00° 57' 14.631" E
17	53° 37' 38.643" N	00° 57' 17.843" E
D	53° 37' 38.643" N	00° 57' 17.843" E
E	53° 37' 56.680" N	00° 59' 39.524" E
F	53° 38' 15.917" N	01° 02' 08.601" E
G	53° 39' 35.134" N	01° 06' 29.785" E
H	53° 41' 22.549" N	01° 11' 30.804" E
I	53° 42' 14.598" N	01° 10' 44.250" E
J	53° 41' 19.717" N	01° 06' 44.682" E
K	53° 39' 41.954" N	01° 01' 38.714" E
L	53° 39' 16.652" N	01° 01' 01.016" E
M	53° 38' 45.654" N	00° 57' 01.237" E
N	53° 37' 36.904" N	00° 52' 22.841" E
O	53° 37' 29.991" N	00° 51' 27.606" E

*Status: This is the original version (as it was originally made).*

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
P	53° 37' 30.124" N	00° 50' 57.716" E

(7) The grid co-ordinates for disposal site reference HU210 (Hornsea Project One Sandwave Clearance Disposal Area 1B) are specified in Table 7.

**Table 7: Co-ordinates for disposal site HU210**

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
W	53° 43' 14.348" N	01° 19' 13.563" E
X	53° 43' 52.989" N	01° 22' 07.248" E
Y	53° 44' 22.957" N	01° 21' 47.484" E
Z	53° 43' 44.110" N	01° 18' 53.902" E

(8) The provisions of section 72 of the 2009 Act shall apply to this licence, save that the provisions of section 72(7) and 72(8) relating to the transfer of the licence shall only apply to a transfer not falling within article 34 of the Order.

### **Duration**

3. This licence shall remain in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the Energy Act 2004, 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.

## **PART 2**

### **Licence conditions**

#### **Design parameters**

- 1.—(1) Each offshore HVAC collector substation forming part of Work No. 4 must not—
    - (a) exceed 60 metres in height above MHWS;
    - (b) have a platform which at its greatest extent exceeds 1,800 m<sup>2</sup> or 40 metres in width.
  - (2) Each offshore HVDC converter station forming part of Work No. 4 must not—
    - (a) exceed 63 metres in height above MHWS;
    - (b) have a platform which at its greatest extent exceeds 7,200 m<sup>2</sup> or 120 metres in width.
  - (3) The offshore reactive compensation substation comprised in Work No. 5 must not—
    - (a) exceed 63 metres in height above MHWS;
    - (b) have a platform which at its greatest extent exceeds 1,800 m<sup>2</sup> or 45 metres in width.
- 2.—(1) The diameter of the electrical circuits comprising the electrical circuits must not exceed the following limitations—
- (a) within Work No. 4, 300 mm;

- (b) within Works Nos. 6 and 7, 200 mm where the mode of transmission is HVDC and 300 mm where the mode of transmission is HVAC.
  - (2) The total length of the electrical circuits comprised in Work No. 4 must not exceed 80 km.
  - (3) The total area of cable protection for the electrical circuits comprising Work No. 4 must not exceed 80,000 m<sup>2</sup>.
  - (4) The total area of cable protection for the electrical circuits comprising Work No. 6 located outwith the Humber Estuary Special Area of Conservation must not exceed 1,468,000 m<sup>2</sup>.
  - (5) The total area of cable protection for the electrical circuits comprising Work No. 6 located within the Humber Estuary Special Area of Conservation must not exceed 12,800 m<sup>2</sup>.
  - (6) The total length of the electrical circuits comprised in Works Nos. 6 and 7 seaward of MHWS must not exceed 600 km.
  - (7) The total volume of cable protection for the electrical circuits comprising Work No. 4 must not exceed 100,000 m<sup>3</sup>.
  - (8) The total volume of cable protection for the electrical circuits comprising Work No. 6 located outwith the Humber Estuary Special Area of Conservation must not exceed 1,835,000 m<sup>3</sup>.
  - (9) The total volume of cable protection for the electrical circuits comprising Work No. 6 located within the Humber Estuary Special Area of Conservation must not exceed 16,000 m<sup>3</sup>.
- 3.** The electrical circuits comprised in Works Nos. 4 and 6 must be installed by use of, or a combination of, ploughing, trenching, jetting, rock-cutting, dredging, surface laying with post lay burial, and where ground conditions make burial impracticable, by surface laying.
- 4.** The electrical circuits comprised in Work No. 7 must be installed by use of, or a combination of, ploughing, trenching and jetting.
- 5.—**(1) The licence-holder must in fixing to the seabed any structures comprised in Works Nos. 4 and 5 use one of the following methods—
- (a) monopile foundations;
  - (b) jacket foundations supported by piles; or
  - (c) gravity base foundations.
- (2) The licence-holder must not use the monopile foundation method or any other method which includes braced monopiles to fix to the seabed any offshore HVDC converter station.
- (3) The following parameters apply in respect of the foundation methods used to fix offshore HVAC collector substations comprised in Work No. 4 to the seabed—
- (a) where monopile foundations are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,419 m<sup>2</sup>;
    - (ii) the diameter of each foundation must not exceed 8.5 metres;
  - (b) where jacket foundations (driven/drilled piles) are used—
    - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 1,924 m<sup>2</sup>;
    - (ii) the number of piles per jacket must not exceed eight;
    - (iii) the diameter of each pile must not exceed 3.5 metres;
  - (c) where jacket foundations (suction piles) are used—

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- (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 12,723 m<sup>2</sup>;
  - (ii) the number of piles per jacket must not exceed eight;
  - (iii) the diameter of each pile must not exceed 15 metres;
- (d) where gravity base foundations are used—
- (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
  - (ii) the seabed levelling diameter must not exceed 70 metres;
  - (iii) the cone diameter must not exceed 50 metres at its base.
- (4) The following parameters apply in respect of the foundation methods used to fix offshore HVDC converter stations comprised in Work No. 4 to the seabed—
- (a) where jacket foundations (driven/drilled piles) are used—
- (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 4,330 m<sup>2</sup>;
  - (ii) the number of piles per jacket must not exceed 18;
  - (iii) the diameter of each pile must not exceed 3.5 metres;
- (b) where jacket foundations (suction piles) are used—
- (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 12,723 m<sup>2</sup>;
  - (ii) the number of piles per jacket must not exceed eight;
  - (iii) the diameter of each pile must not exceed 15 metres;
- (c) where gravity base foundations are used—
- (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 19,500 m<sup>2</sup>;
  - (ii) the number of pontoons for each individual structure must not exceed two;
  - (iii) the pontoons must not exceed 110 metres in length or 35 metres in width.
- (5) The following parameters apply in respect of the foundation methods used to fix the offshore reactive compensation substation comprised in Work No. 5 to the seabed—
- (a) where monopile foundations are used—
- (i) the area occupied by the foundations and the scour protection must not exceed 1,419 m<sup>2</sup>;
  - (ii) the diameter of each foundation must not exceed 8.5 metres;
- (b) where jacket foundations (driven/drilled piles) are used—
- (i) the area occupied by the foundations and the scour protection must not exceed 1,414 m<sup>2</sup>;
  - (ii) the number of piles per jacket must not exceed eight;
  - (iii) the diameter of each pile must not exceed three metres;
- (c) where jacket foundations (suction piles) are used—
- (i) the area occupied by the foundations and the scour protection must not exceed 6,362 m<sup>2</sup>;
  - (ii) the number of piles per jacket must not exceed eight;

- (iii) the diameter of each pile must not exceed 15 metres;
- (d) where gravity base foundations are used—
  - (i) the area occupied by the foundations and the scour protection for each individual structure must not exceed 6,362 m<sup>2</sup>;
  - (ii) the seabed levelling diameter must not exceed 70 metres;
  - (iii) the cone diameter must not exceed 50 metres at its base.

### **Notifications and inspections**

- 6.—(1) The licence-holder shall ensure that—
- (a) a copy of this licence and any subsequent amendments or revisions to it are provided to—
    - (i) all agents and contractors notified to the MMO in accordance with the conditions of this licence; and
    - (ii) the masters and transport managers responsible for the vehicles notified to the MMO in accordance with the conditions of this licence;
  - (b) within 28 days of receipt of a copy of this licence those persons referred to in subparagraph (a) shall provide a completed confirmation form to the MMO confirming their understanding of the terms and conditions of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 16 are permitted to carry out the licensed activities.
- (3) Copies of this licence shall also be available for inspection at the following locations—
- (a) the licence-holder's registered address;
  - (b) any site office located at or adjacent to the construction site and used by the licence-holder or its agents and contractors responsible for the loading, transportation or deposit for the authorised deposits; and
  - (c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits are to be made.
- (4) The documents referred to in paragraph (1)(a) shall be available for inspection by an enforcement officer at the locations set out in paragraph (3) above at any time.
- (5) The licence-holder must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The licence-holder must inform the MMO in writing at least five working days prior to the commencement of the licensed activities or any phase of them.
- (7) Prior to the commencement of the licensed activities the licence-holder must publish in the Kingfisher Fortnightly Bulletin details of the vessel routes, timings and locations relating to the construction of the authorised scheme.
- (8) The licence-holder shall ensure that a Notice to Mariners is issued at least ten days prior to the commencement of the licensed activities advising of the commencement of licensed activities within the offshore Order limits and the expected vessel routes from the local service ports to the turbine locations.
- (9) The Notices to Mariners must be updated and reissued not less frequently than weekly and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under licence condition 13(2)(a). Copies of all notices shall be provided to the MMO.

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- (10) The licence-holder must notify—
- (a) the UK Hydrographic Office of commencement (within two weeks), progress and completion (within two weeks) of the authorised scheme in order that all necessary amendments to nautical charts are made; and
  - (b) the MMO once the authorised scheme is completed and any required lighting or marking has been established.

### **Aids to navigation**

7. The licence-holder must during the whole period from the start of construction of the authorised scheme seaward of MHWS to the completion of decommissioning—

- (a) 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;
- (b) colour all structures in the authorised scheme as directed by Trinity House;
- (c) notify Trinity House as soon as reasonably practicable of both the progress and completion of the authorised scheme (or any phase of it) and any aids to navigation established from time to time;
- (d) provide reports on the working condition of aids to navigation periodically as requested by Trinity House;
- (e) notify Trinity House and the MMO of any failure of the aids to navigation and the timescales in which such failure will be remedied, as soon as possible and no later than 24 hours following the licence-holder becoming aware of any such failure.

### **Provision against danger to navigation**

8. In case of injury to, or destruction or decay of, the authorised scheme or any part of it seaward of MHWS the licence-holder must as soon as reasonably practicable, and no later than 24 hours following the licence-holder becoming aware of any such injury, destruction or decay, notify Trinity House and must lay down such buoys, exhibit such lights and take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

### **Navigational Practice, Safety and Emergency Response**

9.—(1) No part of the authorised scheme seaward of MHWS is to commence until the Secretary of State, in consultation with the MCA, has given written approval for an Emergency Response and Co-operation Plan which includes full details of the emergency co-operation plans for the construction, operation and decommissioning phases of that part of the authorised scheme in accordance with the MCA recommendations contained within MGN 371 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues”.

(2) No authorised scheme seaward of MHWS is to commence until the Secretary of State, in consultation with the MCA, has confirmed in writing that the licence-holder has taken into account and, so far as is applicable to that stage of the development, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN 371 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (including its annexes).

(3) The Emergency Response and Co-operation Plan must be implemented as approved, unless otherwise agreed in writing by the Secretary of State, in consultation with the MCA.

(4) The licence-holder must during the whole period from the start of construction of the authorised scheme seaward of MHWS to the completion of decommissioning provide relevant

information to the MCA to assist in the timely and efficient issuing of notices to mariners and other navigational warnings of the position and nature of the works, such information to be provided to mariners in the shipping and fishing industry as well as to recreational mariners.

### **Colour and lighting**

**10.** Except as otherwise required by Trinity House under condition 7, the licence-holder must colour all structures comprised in Works Nos. 4 and 5 submarine grey (colour code RAL 7035).

### **Chemicals, drilling and debris**

**11.**—(1) All chemicals used in the construction of the authorised scheme shall be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002 (as amended), unless otherwise agreed in writing by the MMO.

(2) The licence-holder shall ensure that any coatings or treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive or the Environment Agency Pollution Prevention Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances shall be undertaken so as to prevent releases into the marine environment including bunding of 110 per cent of the total volume of all reservoirs and containers.

(4) Where foundation drilling works are proposed, in the event that any system other than water based mud is proposed the MMO's written approval in relation to the proposed disposal of any arisings shall be obtained before the drilling commences, which disposal may also require a marine licence.

(5) The licence-holder shall ensure that any debris arising from the construction of the authorised scheme or temporary works placed below MHWS are removed on completion of the authorised scheme, where practicable.

(6) Prior to the commencement of the licensed activities the licence-holder must submit to the MMO an audit sheet covering all aspects of the construction of the authorised scheme and no works shall commence until the audit sheet content has been agreed with the MMO. The audit sheet shall include details of—

- (a) loading facilities;
- (b) vessels;
- (c) equipment;
- (d) shipment routes;
- (e) working schedules; and
- (f) all components and materials to be used in the construction of the authorised scheme.

(7) The audit sheet shall be maintained throughout the construction of the authorised scheme and the MMO shall be notified of any changes on a fortnightly basis.

(8) In the event that the MMO becomes aware that any of the materials on the audit sheet cannot be accounted for it shall require the licence-holder to carry out a side scan sonar survey to plot all obstructions across the offshore Order limits where construction works and related activities have been carried out under this licence. Local fishermen shall be invited to send a representative to be present during the survey. Any new obstructions that the MMO believes to be associated with the authorised scheme shall be removed at the licence-holder's expense, where practicable.

(9) The licence-holder shall inform the MMO of the location and quantities of inert material disposed of each month under this licence at each of disposal site reference HU206 (Hornsea Project

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One Subzone 1), disposal site reference HU205 (Hornsea Disposal Area 1), disposal site reference HU209 (Hornsea Project One Sandwave Clearance Disposal Area 1A) and disposal site reference HU210 (Hornsea Project One Sandwave Clearance Disposal Area 1B), by submission of a disposal return for each disposal area by 31st January each year for disposals occurring during the months July to December inclusive of the preceding year, and by 31st July each year for disposals occurring during the months January to June inclusive of that year.

(10) The licence-holder shall ensure that only inert material of natural origin and drilling mud, produced during construction drilling and seabed preparation for foundation works comprised in—

- (a) Work No. 4, shall be disposed of at disposal site reference HU206 (Hornsea Project One Subzone 1); and
- (b) Work No. 5, shall be disposed of at disposal site reference HU205 (Hornsea Disposal Area 1).

(11) The licence-holder shall ensure that only inert material of natural origin, produced during cable sandwave preparation works comprised in Work No. 6 shall be disposed of within disposal site reference HU209 (Hornsea Project One Sandwave Clearance Disposal Area 1A) and disposal site reference HU210 (Hornsea Project One Sandwave Clearance Disposal Area 1B).

(12) The licence-holder shall ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete, cement mixing and washing areas should be contained to prevent run-off entering the water through the freeing ports.

(13) The licence-holder shall ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines

### **Force majeure**

**12.** If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the authorised deposits outside of the offshore Order limits or to deposit unauthorised deposits within or outside of the offshore Order limits because the safety of human life and/or of the vessel is threatened, full details of the circumstances of the deposit shall be notified to the MMO within 48 hours.

### **Pre-construction plans and documentation**

**13.—(1)** The licensed activities shall not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO—

- (a) to ensure conformity with the description of Works Nos. 4 to 7 and compliance with licence conditions 1 to 5 above, a plan, to be agreed in writing with the MMO in consultation with Trinity House and the MCA, which shows—
  - (i) the proposed location and choice of foundation of all offshore HVAC collector stations, all HVDC converter stations and any reactive compensation substation, subject to any micro-siting required due to anthropological constraints, environmental constraints, difficult ground conditions or to give adequate spacing between other infrastructure;
  - (ii) the height, length and width of all offshore HVAC collector stations, all HVDC converter stations and any reactive compensation substation;
  - (iii) the length and arrangement of all electrical circuits comprising Works Nos. 4, 6 and 7 subject to any micro-siting required due to anthropological constraints, environmental constraints or difficult ground conditions;
  - (iv) the proposed dimensions of all monopile foundations;
  - (v) the proposed dimensions of all gravity base foundations;



- (vi) the proposed dimensions of all jacket foundations; and
- (vii) the proposed layout of all HVAC collector substations, all HVDC converter stations, any reactive compensation substation and all electrical circuits including all exclusion zones comprised in the licensed activities and showing the indicative programming of particular works as set out in the indicative programme to be provided under paragraph (2)(a).

(2) The licensed activities, or any phase of those activities, shall not commence until a Code of Construction Practice incorporating the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO—

- (a) a construction and monitoring programme to include details of—
  - (i) the proposed construction start date;
  - (ii) proposed timings for mobilisation of plant, delivery of materials and installation works; and
  - (iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post construction monitoring and related reporting in accordance with licence conditions 18 to 20. The pre-construction survey programme and all pre-construction survey methodologies shall be submitted to the MMO for written approval by the MMO at least four months prior to the commencement of any survey works detailed within;
- (b) a construction method statement in accordance with the project description and Environmental Statement and including details of—
  - (i) foundation installation, including any seabed preparation, drilling and disposal of arisings methods;
  - (ii) installation of HVAC collector substations, HVDC converter stations, any reactive compensation station, including any seabed preparation and scour protection;
  - (iii) circuit installation, including any seabed preparation and circuit protection;
  - (iv) contractors;
  - (v) vessels; and
  - (vi) associated works;
- (c) a project environmental management and monitoring plan 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 scheme in relation to all activities carried out below MHWS;
  - (ii) a chemical risk analysis to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
  - (iii) waste management and disposal arrangements;
  - (iv) offshore project maintenance plans including offshore electrical circuit maintenance;
  - (v) locations of any archaeological exclusion zones agreed as part of the written scheme of archaeological investigation approved under sub-paragraph (g);
  - (vi) any seasonal restrictions on construction works;
  - (vii) the appointment and responsibilities of a fisheries liaison officer, an environmental liaison officer and an intertidal ecological clerk of works; and
  - (viii) a disposal plan detailing the locations, methods and timings of dredging and disposal, as well as disposal site monitoring requirements;

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- (d) a scour protection management and cable armouring plan providing details of the need, type, sources, quantity, location and installation methods for scour protection and cable armouring to be within the scope of the environmental impact assessment recorded in the Environmental Statement;
- (e) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol following current best practice as advised by the statutory nature conservation agencies, to include, but not be limited to—
  - (i) identification of a Marine Mammal Monitoring Zone (MMMZ);
  - (ii) appointment of an appropriate number of suitably qualified marine mammal observer(s);
  - (iii) methods for the detection of marine mammals within the MMMZ whether visually (by the marine mammal observer(s)) or acoustically using Passive Acoustic Monitoring equipment or other means of detection;
  - (iv) a reporting methodology to enable efficient communication between the marine mammal observer(s) and the person responsible for approving commencement of piling;
  - (v) an appropriate soft start procedure whereby piling activities do not commence until an agreed time has elapsed and during which marine mammals have not been detected within the MMMZ; and
  - (vi) where appropriate, methods for the application of acoustic deterrent devices;
- (f) cable specification and installation plan, to include—
  - (i) technical specification of offshore electrical circuits, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
  - (ii) a detailed cable laying plan, including geotechnical data, cable laying techniques and a cable burial risk assessment encompassing the identification of any cable protection which exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA) to be taken to ensure existing and future safe navigation is not compromised;
  - (iii) details of the steps to be taken, where the offshore electrical circuits across the inter tidal zone are buried using trenching or ploughing to ensure that the excavation and subsequent backfilling is carried out in such a way as to maintain the sediment profile so far as is reasonably practicable to do so; and
  - (iv) details of the steps to be taken, where the offshore electrical circuits across the inter tidal zone are installed using the horizontal directional drilling method;
- (g) a written scheme of archaeological investigation in relation to the offshore Order limits seaward of MHWS in accordance with industry good practice to include—
  - (i) details of responsibilities of the licence-holder, archaeological consultant and contractor;
  - (ii) a methodology for any further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
  - (iii) analysis and reporting of survey data to be submitted to the MMO within four months of survey completion;
  - (iv) delivery of any mitigation including, where necessary, archaeological exclusion zones;

- (v) monitoring during and post construction, including a conservation programme for finds;
  - (vi) archiving of archaeological material; and
  - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme;
- (h) a proposed survey and reinstatement plan for Salicornia forming Annex I Habitat in the part(s) of the offshore Order limits within which it is proposed to carry out construction works comprised in Work No. 7, including the circumstances in which reinstatement will be required and the proposed methods of reinstatement; and
- (i) an offshore project maintenance plan to be submitted to the MMO at least four months prior to commencement of the operation of the licensed activities and to include provision for the review and resubmission of the plan every three years during the operational phase.
- (3) Prior to the submission of the pre-construction plans and documentation required by this condition the licence-holder must provide a copy of the plans and documentation to the other undertakers listed in Article 3 of the Order.
- (4) The other undertakers must provide any comments on the plans and documentation to the licence-holder within 14 days of receipt of the plans and documentation.
- (5) The licence-holder shall participate in liaison meetings with other undertakers listed in Article 3 of the Order as requested from time to time by the MMO in writing in advance, which meetings shall be chaired by the MMO and shall consider such matters as are determined by the MMO relating to the efficient operation of a deemed marine licence where it has an impact on the efficient operation of any other deemed marine licence issued under the Order (including as varied or transferred).
- (6) Prior to giving its approval under paragraph (2), the MMO must—
- (a) in relation to any programme or plan submitted under sub-paragraphs (a), (c) or (d), consult with the relevant statutory nature conservation body and the Environment Agency;
  - (b) in relation to any statement or protocol submitted under sub-paragraphs (b) or (e), consult with the relevant statutory nature conservation body;
  - (c) in relation to any plan submitted under sub-paragraph (f), consult with Natural England and the Environment Agency;
  - (d) in relation to any scheme submitted under sub-paragraph (g), consult with English Heritage; and
  - (e) in relation to any plan submitted under sub-paragraph (h) or (i), consult with the Environment Agency.

**14.** The licence-holder shall ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting an English Heritage OASIS form with a digital copy of the report. If the report relates to the foreshore, the licence-holder shall notify Lincolnshire County Council that the OASIS report has been submitted to the National Record of the Historic Environment.

**15.—(1)** Each programme, statement, plan, protocol or scheme required to be approved under condition 13—

- (a) shall be submitted for approval at least four months prior to the intended start of construction, except where otherwise stated or where an alternative date is agreed in writing by the MMO; and
- (b) shall be accompanied by—

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- (i) a statement confirming that the licence-holder has complied with condition 13(3) in relation to such programme, statement, plan, protocol or scheme; and
- (ii) any comments received by the licence-holder under condition 13(4), or a statement from the licence-holder confirming that no such comments were received.

(2) The licence-holder shall comply with all documents approved under licence condition 13 in carrying out the licensed activities except to the extent agreed in writing by the MMO.

(3) Prior to agreeing an alternative date under paragraph (1)(a) or a change to approved details under paragraph (2) relating to any document in respect of which consultation is required under condition 13(6), the MMO must consult with the relevant consultation body or bodies referred to in that condition.

### **Reporting of engaged agents, contractors and vessels**

**16.**—(1) The licence-holder shall provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities at least five working days prior to the commencement of the licensed activities or any part of them; and
- (b) each week during the construction of the authorised scheme, a completed Hydrographic Note H102 listing the construction vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO and MMO Coastal Office in writing prior to the agent, contractor or vessel engaging in the licensed activities. All agents, contractors and/or vessel operators will abide by the conditions set out in this licence.

### **Equipment and Operation of Vessels Engaged in Licensed Activities**

**17.**—(1) All vessels employed to perform the licensed activities shall be constructed and equipped to be capable of the proper performance of such activities in accordance with the conditions of this licence and shall comply with paragraphs (2) to (6).

(2) All motor powered vehicles must be fitted with—

- (a) electronic positioning aid to provide navigational data;
- (b) radar;
- (c) echo sounder; and
- (d) multi-channel VHF.

(3) No radio beacon or radar beacon operating on the marine frequency bands shall be installed or used without the prior written approval of the Secretary of State.

(4) All vessels' names or identification shall be clearly marked on the hull or superstructure of the vessel.

(5) All communication on VHF working frequencies shall be in English.

(6) No vessel shall engage in the licensed activities until all the equipment specified in paragraph (2) is fully operational.

### **Pre-construction monitoring and surveys**

**18.**—(1) The licence-holder must, when submitting details under condition 13(2)(a)—

- (a) in relation to proposed pre-construction surveys, include methodologies and timings, and specify each survey's objectives and explain how it will assist in either informing a useful

and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement; and

- (b) in relation to the baseline report proposals, ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and shall make clear what post-construction comparison is intended and the justification for this being required.

(2) Subject to receipt from the licence-holder of specific proposals pursuant to this condition, it is expected that the pre-construction surveys will comprise, in outline—

- (a) a survey to determine the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance in the part(s) of the offshore Order limits in which it is proposed to carry out construction works under this licence;
- (b) a Phase 1 survey of the intertidal area within which it is proposed to carry out construction works;
- (c) a high resolution swath bathymetric survey to include a 100% coverage and a side scan sonar survey of the part(s) of the offshore Order limits within which it is proposed to carry out construction works and disposal activities under this licence, including a 500m buffer around the site of each works; and
- (d) a grab survey and particle size analysis in the part(s) of the offshore Order limits within which it is proposed to carry out dredging and disposal activities relating to Works Nos. 5 and 6 under this licence within a period not longer than 12 months prior to the dredging and disposal activities, to determine the extent of suitable herring spawning habitat within areas HU209 and HU210.

### **Construction monitoring**

**19.**—(1) The licence-holder must, when submitting details of proposed construction monitoring under condition 13(2)(a), include methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement.

(2) Subject to receipt from the licence-holder of specific proposals pursuant to this condition, it is expected that the construction monitoring will comprise, in outline—

- (a) except to the extent agreed in writing by the MMO, measurements of noise generated by the installation of the first four foundations of each discrete foundation type comprised in Work No. 4 to be constructed under this licence where driven or part-driven pile foundations are used; and
- (b) recording of any visual sightings or acoustic detection of marine mammals where required as part of the marine mammal mitigation protocol under condition 13(2)(e).

(3) The results of the initial noise measurements monitored in accordance with paragraph (2)(a) must be provided to the MMO within six weeks of the installation of the first four foundations of each discrete foundation type. The assessment of this report by the MMO shall determine whether any further noise monitoring is required.

(4) Construction monitoring shall include vessel traffic monitoring by Automatic Identification System for the duration of the construction period. A report will be submitted to the MMO and the MCA at the end of each year of the construction period.

**Post construction**

**20.**—(1) The licence-holder must, when submitting details of proposed post-construction surveys, include methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals shall specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement.

(2) Subject to receipt of specific proposals, it is expected that the post-construction surveys will comprise, in outline—

- (a) a survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance identified in the pre-construction survey in the part(s) of the offshore Order limits in which construction works were carried out. The survey design will be informed by the results of the pre-construction benthic survey;
- (b) one high resolution swath bathymetric survey to be undertaken no sooner than six months following completion of construction works and disposal activities to include a 100% coverage of the part(s) of the offshore Order limits with a water depth no greater than 12 metres (referenced to Chart Datum) within which construction works and disposal activities were carried out under this licence to assess any changes in bedform morphology and such further monitoring as may be required to ensure that the cables have been buried or protected and sediment is able to move over any installed cable protection. The need for further surveys will be agreed in writing with the MMO following submission of the first year of survey data;
- (c) a grab survey and particle size analysis in the part(s) of the offshore Order limits within which dredging and disposal activities relating to Works Nos. 5 and 6 were carried out under this licence within 12 months of the completion of the dredging and disposal activities to determine the extent of suitable herring spawning ground habitat within areas HU209 and HU210;
- (d) vessel traffic monitoring by Automatic Identification System, for 28 days taking account seasonal variations in traffic patterns, for a maximum duration of one year post construction. A report will be submitted to the MMO and the MCA at the end of the first year after construction is completed; and
- (e) one high resolution bathymetric survey of a representative sample area, to be agreed in writing with the MMO, of the part(s) of the offshore Order limits with a water depth no greater than 12 metres (referenced to Chart Datum) within which construction works and disposal activities were carried out under this licence following the first major storm event the timing of which shall be agreed with the MMO in consultation with Natural England and the Environment Agency.

**Offshore Decommissioning**

**21.** No decommissioning activities shall commence until plans for the carrying out of such activities have been submitted to and approved in writing by the MMO.

**Restrictions in intertidal area and Humber Estuary Special Area of Conservation**

**22.**—(1) The cable protection to be used within the Humber Estuary Special Area of Conservation must be frond matting, except to the extent agreed in writing with the MMO.

(2) No cable protection is to be used within the intertidal area of the Humber Estuary Special Area of Conservation.

(3) The licence-holder must not construct or install those licensable activities comprised in Work No. 6 or Work No. 7 in the intertidal area between 1st October and 31st March (inclusive) except to the extent agreed in writing with the MMO, in consultation with Natural England.

(4) In the event that the MMO notifies the licence-holder that other works are planned to take place in the intertidal area comprised within the offshore Order limits or within the area whose co-ordinates are set out in Table 8, the licence-holder must not construct or install those licensable activities comprised in Work Nos. 6 and 7 within one kilometre seaward of the seawall during the period of time commencing two hours before a high tide greater than 7.7 metres (as measured at Grimsby) and ending two hours after a high tide greater than 7.7 metres (as measured at Grimsby) between 1st April and 31st May (inclusive) and 1st August to 30th September (inclusive), except to the extent approved in writing by the MMO, in consultation with Natural England.

**Table 8: Co-ordinates for purposes of sub-paragraph (4)**

<i>Point</i>	<i>Easting</i>	<i>Northing</i>
1	537699	402686
2	537731	403353
3	538008	404035
4	538853	403352
5	538203	402660
6	538077	402847
7	537784	402534

#### **Amendments to details**

**23.—**(1) With respect to any condition of this licence which requires the licensed activities to be carried out in accordance with the plans and programmes approved by the MMO, the approved plans and programmes shall be taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Where the words ‘except to the extent agreed in writing by the MMO’ appear in these licence conditions, any such agreement or statement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of MMO that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

## SCHEDULE 12

Article 40

### Protective provisions

## PART 1

### Protection for Environment Agency and drainage authorities

**1.—**(1) The following provisions apply for the protection of the drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

*Status: This is the original version (as it was originally made).*

(2) In this Part of this Schedule—

“construction” includes execution, placing, altering, replacing, relaying and removal and “construct” and “constructed” are construed accordingly;

“drainage authority” means in relation to an ordinary water course the drainage board concerned within the meaning of section 23 of the Land Drainage Act 1991 and in relation to a main river or any sea defence work means the Environment Agency;

“drainage work” means any watercourse other than the river Humber and includes any land which provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence;

“a main river” and “ordinary watercourse” have the meanings given by respectively the Water Resources Act 1991 and the Land Drainage Act 1991;

“plans” includes sections, drawings, specifications and method statements;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 16 metres of a drainage work or is otherwise likely to affect any drainage work.

2.—(1) Before beginning to construct any specified work, the undertaker must submit to the drainage authority plans of the specified work and such further particulars available to it as the drainage authority may within 28 days of the submission of the plans reasonably require.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority, or determined under paragraph 10.

(3) Any approval of the drainage authority required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been given if it is neither given nor refused within two months of the submission of the plans for approval, or submission of further particulars if required by the drainage authority under sub-paragraph (1), and, in the case of a refusal, accompanied by a statement of the grounds of refusal; and

(c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work or where the drainage authority is the Environment Agency for the protection of water resources for the prevention of pollution or in the discharge of its environmental duties.

(4) The drainage authority must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

3. Without limiting the scope of paragraph 2, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any drainage work against damage; or

(b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

4.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 3, must be constructed—



(a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and

(b) to the reasonable satisfaction of the drainage authority,

and an officer of the drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the drainage authority not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than seven days after the date on which it is brought into use.

(3) If any part of a specified work or any protective work required by the drainage authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the drainage authority may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the drainage authority reasonably requires.

(4) Subject to sub-paragraph (5), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (3) is served upon the undertaker, it has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the drainage authority may execute the works specified in the notice and any expenditure incurred by it in so doing is recoverable from the undertaker.

(5) In the event of any dispute as to whether sub-paragraph (3) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the drainage authority must not except in emergency exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined.

**5.—(1)** Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the drainage authority, the drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the drainage authority reasonably requires.

(3) If, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the drainage authority may do what is necessary for such compliance and may recover any expenditure reasonably incurred by it in so doing from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the drainage authority must not except in a case of emergency exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined.

(5) This paragraph does not apply to—

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- (a) drainage works which are vested in the drainage authority, or which the drainage authority or another person is liable to maintain and is not prescribed by the powers of the Order from doing so; and
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule.

**6.** If by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the drainage authority and if the undertaker fails to do so, the drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

**7.** The undertaker must indemnify the drainage authority in respect of all costs, charges and expenses which the drainage authority may reasonably incur or have to pay or which it may sustain—

- (a) in the examination or approval of plans under this Part of this Schedule; and
- (b) in the inspection of the construction of the specified works or any protective works required by the drainage authority under this Part of this Schedule.

**8.—(1)** Without prejudice to the other provisions of this Part of this Schedule, the undertaker must indemnify the drainage authority from all claims, demands, proceedings, costs, damages, expenses or loss, which may be made or taken against, recovered from, or incurred by, the drainage authority by reason of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any raising or lowering of the water table in land adjoining the authorised works or any sewers, drains and watercourses; or
- (c) any flooding or increased flooding of any such lands; and where the drainage authority is the Environment Agency inadequate water quality in any watercourse or other surface waters or in any groundwater, which is caused by the construction of any of the specified works or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon the work.

(2) The drainage authority must give to the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

**9.** The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

**10.** Any dispute arising between the undertaker and the drainage authority under this Part of this Schedule, if the parties agree, is to be determined by arbitration under article 41 (arbitration), but otherwise is to be determined by the Secretary of State for Environment, Food and Rural Affairs and the Secretary of State for Energy and Climate Change acting jointly on a reference to them by the undertaker or the drainage authority, after notice in writing by one to the other.

## PART 2

### Protection for Network Rail Infrastructure limited

**11.** The following provisions of this Part of this Schedule have effect unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 25, any other person on whom rights or obligations are conferred by that paragraph.

**12.** In this Part of this Schedule—

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of his powers under section 8 of the Railways Act 1993<sup>(32)</sup>;

“Network Rail” means Network Rail Infrastructure Limited and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 of the Companies Act 2006<sup>(33)</sup>) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

“plans” includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail Infrastructure Limited and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail Infrastructure Limited or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail Infrastructure Limited for the purposes of such railway or works, apparatus or equipment; and

“specified work” means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property.

**13.—(1)** Where under this Part of this Schedule Network Rail is required to give its consent, agreement or approval in respect of any matter, that consent, agreement or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use its reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

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<sup>(32)</sup> 1993 c.43.

<sup>(33)</sup> 2006 c.46.

**14.—**(1) The undertaker must not exercise the powers conferred by article 13 (authority to survey and investigate the land) or the powers conferred by section 11(3) of the 1965 Act (powers of entry) in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act (extinguishment of rights of statutory undertakers and electronic code communications operators — preliminary notices), or article 25 (statutory undertakers), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over any railway property except with the consent of Network Rail.

(5) Where Network Rail is asked to give its consent or agreement pursuant to this paragraph, such consent or agreement must not be unreasonably withheld but may be given subject to reasonable conditions.

**15.—**(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated disapproval of those plans and the grounds of disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it with all reasonable dispatch on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case with all reasonable dispatch and the undertaker must not commence the

construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to his reasonable satisfaction.

**16.—**(1) Any specified work and any protective works to be constructed by virtue of paragraph 15(4) must, when commenced, be constructed—

- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled under paragraph 15;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

**17.** The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

**18.** Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

**19.—**(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work, or during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail may assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 15(3),

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pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 20(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

**20.** The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 15(3) or in constructing any protective works under the provisions of paragraph 15(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signalmen, watchmen and other persons whom it may be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

**21.—(1)** In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 15(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker’s compliance with sub-paragraph (3)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter must

continue to consult with Network Rail (both before and after formal submission of plans under paragraph 15(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 15(1) has effect subject to this sub-paragraph.

(6) If at any time prior to the commencement of commercial operation of the authorised development and notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing or commissioning of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;
- (b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 16.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 25(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 20(a) any modifications to Network Rail's apparatus under this paragraph are deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 41 (arbitration) to an arbitrator to be agreed is to be read as a reference to an arbitrator being a member of the Institution of Electrical Engineers to be agreed.

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**22.** If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

**23.** The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

**24.** Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

**25.—(1)** The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction or maintenance of a specified work or the failure of them; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work,

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision must not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of such a claim or demand may be made without the prior consent of the undertaker.

(3) The sums payable by the undertaker under sub-paragraph (1) must include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs may, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.



**26.** Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 25) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

**27.** In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

**28.** Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

**29.** The undertaker must give written notice to Network Rail where any application is proposed to be made by the undertaker for the Secretary of State's consent under article 34 (transfer of benefit of Order) and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

**30.** The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 39 (certification of plans etc), provide a set of those plans to Network Rail in the form of a computer disc with read only memory.

## PART 3

### Protection for operators of electronic communications code networks

**31.—(1)** For the protection of any operator, the following provisions, unless otherwise agreed in writing between the undertaker and the operator, have effect.

(2) In this Part of this Schedule—

“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system are to be construed in accordance with paragraph 1(3A) of that code;

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act;

“electronic communications code network” means—

- (a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and
- (b) an electronic communications network which the Secretary of State is providing or proposing to provide;

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“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

“operator” means the operator of an electronic communications code network.

**32.** Paragraph 23 of Schedule 2 to the Telecommunications Act 1984<sup>(34)</sup> (which provides a procedure for certain cases where works involve the alteration of electronic communications apparatus), applies in relation to the exercise of the powers of article 25 (statutory undertakers).

**33.**—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from that development—

- (a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works, or other property of an operator); or
- (b) there is any interruption in the supply of the service provided by an operator, the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and must—
  - (i) make reasonable compensation to an operator for loss sustained by it; and
  - (ii) indemnify an operator against claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, an operator by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand may be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**34.** This Part of this Schedule does not apply to any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 of the 1991 Act.

## PART 4

### For the protection of utility undertakers

**35.** For the protection of the utility undertakers referred to in this Part of this Schedule the following provisions, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned, have effect.

**36.** In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means—

in the case of an electricity undertaker, electric lines or electrical plant (as defined in the 1989 Act) belonging to or maintained by that undertaker;

- (a) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (b) in the case of a water undertaker—

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<sup>(34)</sup> 1984 c.12.

- (i) mains, pipes or other apparatus belonging to, or maintained by, the water undertaker for the purposes of water supply; and
  - (ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A of the Water Industry Act 1991;
- (c) in the case of a sewerage undertaker—
- (i) any drain or works vested in the sewerage undertaker under the Water Industry Act 1991; and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works,

and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

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

“utility undertaker” means—

- (a) any licence holder within the meaning of Part 1 of the 1989 Act;
- (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986<sup>(35)</sup>;
- (c) a water undertaker within the meaning of the Water Industry Act 1991; and
- (d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991,

for the area of the authorised works, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained but in each case does not include Anglian Water Services Limited, Centrica Plc, VPI Immingham LLP or C.GEN Killingholme Limited.

**37.** This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 of the 1991 Act.

**38.—(1)** Regardless of any provision in this Order or anything shown on the land plans the undertaker must not acquire any apparatus other than by agreement.

(2) The undertaker must not in the exercise of the powers of this Order acquire any right over, or occupy or use, all or any part of the electricity sub-station within the land shown numbered 408 on the land plans, without the consent of the utility undertaker responsible for its operation.

(3) Consent for the purpose of sub-paragraph (2) is not to be unreasonably withheld but may be granted subject to reasonable conditions.

**39.—(1)** If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of a utility undertaker to maintain that apparatus in that land

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<sup>(35)</sup> 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by section 76 of the Utilities Act 2000 (c.27).

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must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker in question.

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

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

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule is to be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 41 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 41, and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that it desires itself to execute any work to which this sub-paragraph applies, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(7) Sub-paragraph (6) applies to any part of any work necessary in connection with construction of alternative apparatus, or the removal of apparatus required to be removed, as will take place in any land of the undertaker.

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

**40.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 41 (arbitration).

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

- (a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the electricity generating station and for securing any subsequent

alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker; and

- (b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus constructed for which the alternative apparatus is to be substituted.

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

**41.—**(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 39(2) that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 39(2), the undertaker must submit to the utility undertaker in question a plan, section and description of the works to be executed.

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

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

(4) If a utility undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 39 and 40 apply as if the removal of the apparatus had been required by the undertaker under paragraph 39(2).

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

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

**42.—**(1) If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed the undertaker must provide such alternative means of access to such apparatus as will enable the utility undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.

(2) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 39(2).

(3) The value of any apparatus removed under the provisions of this Part of this Schedule, is to be deducted from any sum payable under sub-paragraph (2), that value being calculated after removal.

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(4) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 41 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (2), is to be reduced by the amount of that excess.

(5) For the purposes of sub-paragraph (4)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole must be treated as if it also had been agreed or had been so determined.

(6) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (2) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than seven years and six months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

**43.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 39(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker, which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

## PART 5

### For the protection of Associated British Ports

**44.** In this Part of this Schedule—

“accumulation” means any accumulation of silt or other material which constitutes an impediment to navigation

“construction” includes execution and placing, maintenance, extension, enlargement, alteration, replacement, relaying, and removal, (including for the avoidance of doubt the removal of the electrical circuits comprised in Work No. 6), and “construct” and “constructed” are to be construed accordingly;

“erosion” means any erosion of the bed or banks of the river Humber or of any jetty or other structure of whatever nature;

“plans” includes sections, descriptions, drawings and specifications; and

“specified work” means so much of Work No. 6 and any associated development or ancillary works as are within A. B. Port’s jurisdiction.

**45.** For the protection of A. B. Ports the following provisions have effect unless otherwise agreed in writing between the undertaker and A. B. Ports.

**46.** The undertaker must not under the powers of this Order acquire land or acquire new rights over land held by A. B. Ports for the purpose of its statutory undertaking without the consent of A. B. Ports, which consent must not be unreasonably withheld but may be given subject to reasonable conditions.

**47.**—(1) Before commencing the construction of the specified works the undertaker must furnish to A. B. Ports for its approval, which it must not unreasonably withhold, plans of the work showing the general mode of construction, depth and method of trenching and possible cable protection; and such works—

(a) must not be constructed otherwise than in accordance with such plans as may be approved by A. B. Ports; and

(b) are to be executed to the reasonable satisfaction of A. B. Ports.

(2) When submitting plans in respect of the specified works to the Secretary of State pursuant to article 39 (certification of plans etc), the undertaker must—

(a) send a copy of those plans to A. B. Ports; and

(b) on receipt of approval of plans or of any conditions or restrictions imposed by the Secretary of State, send a copy to A. B. Ports.

(3) If A. B. Ports fails to express its disapproval of any plans within 56 days after they have been delivered to it under sub-paragraph (1), it is deemed to have approved them.

**48.** The undertaker must give to A. B. Ports not less than 14 days’ written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of such construction, must give to A. B. Ports written notice of such completion.

**49.** The undertaker must at all reasonable times during construction of the specified works and thereafter allow A. B. Ports, its servants and agents, access to such work and all reasonable facilities for inspection of any such work.

**50.**—(1) After the purpose of any temporary works has been accomplished the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from A. B. Ports requiring the undertaker so to do, remove any such temporary works or any materials relating thereto which may have been placed below the level of high water by or on behalf of the undertaker.

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(2) If the undertaker fails to do so within a reasonable period after receiving such notice, A. B. Ports may remove the same and may recover the reasonable costs of doing so from the undertaker.

**51.**—(1) If during the construction of the specified works it is agreed, or in the absence of agreement it is proved to the satisfaction of an arbitrator appointed under article 41 (arbitration), that any accumulation or erosion has been caused wholly or partly by the construction of the specified works, the undertaker, if so requested by A. B. Ports acting reasonably, must remedy such accumulation or erosion to the extent attributable to such construction or exercise of powers.

(2) If the undertaker refuses or fails to do so, A. B. Ports may itself cause the work to be done and may recover the reasonable cost of doing so from the undertaker.

**52.** The undertaker must pay to A. B. Ports the reasonable costs of such alterations to the marking and lighting of the navigational channel of the river as may be necessary during or in consequence of the construction of the specified works.

**53.**—(1) Without prejudice to the other provisions of this Part of this Schedule, the undertaker is to be responsible for, and make good to A. B. Ports, all losses, costs, charges, damages and expenses however caused (including a reasonable and proper proportion of the overhead charges of A. B. Ports) which may reasonably be incurred by or occasioned to A. B. Ports by reason of or arising from or in connection with—

- (a) the perusal of plans and the inspection of the specified works by A. B. Ports or its duly authorised representative;
- (b) the construction or failure of the specified works, or the undertaking by A. B. Ports of works or measures to prevent or remedy danger or impediment to navigation or damage to any property of A. B. Ports arising from such construction or failure;
- (c) any act or omission of the undertaker or their servants or agents whilst engaged in the construction of any of the specified works.

(2) Without prejudice to the generality of sub-paragraph (1), the undertaker must indemnify A. B. Ports from and against all claims and demands arising out of, or in connection with, such construction, or failure or act or omission as is mentioned in that sub-paragraph.

(3) Nothing in this paragraph imposes any liability on the undertaker to the extent that any losses, costs, charges, damages, expenses, claims or demands referred to in sub-paragraph (1) or (2) are attributable to negligence on the part of A. B. Ports or of any person in its employ or of its contractors or agents.

(4) A. B. Ports must give to the undertaker notice in writing of any claim or demand for which the undertaker may be liable under this paragraph and no settlement or compromise of any such claim or demand may be made without the consent in writing of the undertaker.

**54.** The fact that any work or thing has been executed or done with the consent of A. B. Ports and in accordance with any conditions or restrictions prescribed by A. B. Ports or in accordance with any plans approved or deemed to be approved by A. B. Ports or to its satisfaction or in accordance with any directions or award of any arbitrator or in accordance with any plans approved by the Secretary of State and any conditions or restrictions imposed by him, does not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

**55.** With the exception of any duty owed by A. B. Ports to the undertaker expressly provided for in the foregoing provisions of this Part of this Schedule, nothing in this Order is to be construed as imposing upon A. B. Ports, either directly or indirectly, any form of duty or liability to which A. B. Ports would not otherwise be subject which is enforceable by proceedings before any court.



**56.** Nothing in this Order affects prejudicially any statutory or other rights, powers or privileges vested in, or enjoyed by, A. B. Ports at the commencement of this Order or any title of A. B. Ports in, to or over any lands or foreshore held or acquired by it.

## PART 6

### For the protection of Anglian Water Services limited

**57.** For the protection of Anglian Water, the following provisions shall, unless otherwise agreed in writing between the undertaker and Anglian Water, have effect.

**58.** In this Part of this schedule—

“Anglian Water” means Anglian Water Services Limited;

“apparatus” means—

- (a) any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;
- (b) any drain or works vested in Anglian Water under the Water Industry Act 1991; and
- (c) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of the Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act,

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

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

“functions” includes powers and duties

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

“plan” includes sections, drawings, specifications and method statements.

**59.** This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 of the 1991 Act.

**60.—(1)** The undertaker must not execute any works that interfere with, build over or near to any apparatus within the Order land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling the following distances to either side of the medial line of any apparatus—

- (a) 2.25 metres where the diameter of the pipe is less than 150 millimetres;
- (b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres;
- (c) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres; and
- (d) 6 metres where the diameter of the pipe exceeds 750 millimetres

unless the undertaker has submitted to Anglian Water not less than 28 days before starting the execution of any works, a plan and description of the works to be executed.

(2) Those works are to be executed only in accordance with the plan and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Anglian Water for the alteration or otherwise for the protection

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of the apparatus, or for securing access to it, and an officer of Anglian Water is entitled to watch and inspect the execution of those works.

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

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

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

(6) It will be reasonable for Anglian Water to require that the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or the filling around the apparatus (where the apparatus is laid in a trench) be executed by Anglian Water.

(7) Anglian Water must execute any requirement made under sub-paragraph (6) in a timely manner.

**61.** The alteration, extension, removal or relocation of any apparatus shall not be implemented until—

- (a) any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2010 or other legislation and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such relocation are obtained, such approvals or agreements from Anglian Water not to be unreasonably withheld or delayed; and
- (b) the undertaker has given to Anglian Water written notice of its requirement to alter, extend, remove or relocate apparatus together with a plan and description of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and such works to be executed only in accordance with the plan and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

**62.** If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

**63.** Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule is to be constructed in such manner and in such line or situation as may be agreed between Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with article 41 (arbitration).

**64.** In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension shall take place until Anglian Water has established to its reasonable satisfaction, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus. Anglian Water shall use reasonable endeavours to establish contingency arrangements in a timely manner.

**65.** Regardless of any provision in the Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the

undertaker shall, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 41 (arbitration).

**66.** If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker shall provide such alternative means of access to such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

**67.** If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the undertaker, notification of the location of such assets will be given to Anglian Water as soon as reasonably practicable and, if identified by Anglian Water as being within its responsibility, will be afforded the same protection as other Anglian Water assets.

**68.** If for any reason or in consequence of the construction of any of the works referred to in paragraphs 60 to 65 and 67 above any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker shall—

- (a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and
- (b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs properly and reasonably incurred by Anglian Water,
- (c) by reason or in consequence of any such damage or interruption.

**69.** The undertaker must repay Anglian Water the reasonable expenses incurred by Anglian Water in executing the works reasonably required under paragraph 60(6) and paragraph 61 and in complying with a written notice under paragraph 62.

**70.** Nothing in paragraph 68 above shall impose any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Anglian Water, its officer, servants, contractors or agents.

**71.** Any difference or dispute arising between the undertaker and Anglian Water under this Part of this Schedule shall, unless otherwise agreed in writing between the undertaker and Anglian Water, be determined by arbitration in accordance with article 41 (arbitration).

## PART 7

### For the protection of Centrica plc

**72.** For the protection of Centrica the following provisions, unless otherwise agreed in writing between the undertaker and Centrica, have effect.

**73.** In this Part of this Schedule—

“access road” means the road providing access to Centrica’s power station from Chase Hill Road;

“apparatus” means Centrica’s pipelines, cables, structures, or other electrical, gas or telecommunication infrastructure owned, occupied or maintained by Centrica for the purposes of its undertaking; and

“Centrica” means Centrica Plc and all of its subsidiaries and group companies including but not limited to Centrica KPS Limited, Centrica Storage Limited and Centrica Energy.

*Status: This is the original version (as it was originally made).*

**74.** Before extinguishing any existing rights for Centrica to keep, inspect, renew and maintain its apparatus on, over or in the Order land or to cross the Order land to access its apparatus, the undertaker, with the agreement of Centrica, must create a new right, which is consistent with the existing right being extinguished, to keep, inspect, renew and maintain the apparatus in the same location or a new right of access that is reasonably convenient for Centrica, such agreement not to be unreasonably withheld or delayed.

**75.—(1)** Save where paragraph 76 of this Part applies, no works are to commence within 10 metres of apparatus, or on, to or within 10 metres in any direction of the access road until a construction method statement to protect the apparatus and/or the access road as the case may be has been prepared by the undertaker and submitted to and agreed with Centrica (provided that Centrica must not unreasonably withhold or delay such agreement).

(2) The construction method statement must include provisions in respect of—

- (a) the location and methods of reinforcement of crossing points over the apparatus and restrictions on building and altering the ground level over the apparatus elsewhere;
- (b) a mechanism for the enforcement of the undertaker's use of designated crossing points over the apparatus and the agreed reinforcement methods; and
- (c) adoption of a prior notification and consent regime which would require the undertaker to—
  - (i) seek Centrica's consent to the carrying out of the proposed development within the vicinity of the apparatus or on or to the access road, such consent not to be unreasonably withheld, and comply with any reasonable conditions attached by Centrica to its consent; and
  - (ii) notify Centrica of its intention to carry out any development within the vicinity of the apparatus or on or to the access road, such notification to be provided at least 48 hours prior to any such development occurring, and

the authorised development must be carried out in accordance with the approved construction method statement.

**76.—(1)** If the undertaker acquires or overrides any interest in any land in which apparatus is laid, the apparatus must not be removed under this Part of this Schedule and any right of Centrica to maintain the apparatus in that land must not be extinguished until alternative apparatus has been constructed at the undertaker's expense, and is in operation to the reasonable satisfaction of Centrica in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of apparatus in that land, it must give to Centrica 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Centrica reasonably needs to remove the apparatus) the undertaker must, subject to sub-paragraph (3), afford to Centrica to their satisfaction (taking into account paragraph 77(1) below) the necessary facilities and rights for—

- (a) the construction of an alternative apparatus in other land of the undertaker or Centrica; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker or Centrica, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Centrica must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the

necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation must not extend to the requirement for Centrica to seek compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of the undertaker or Centrica under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Centrica and the undertaker.

(5) Centrica must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to Centrica of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to, at the cost of the undertaker, construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

**77.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Centrica facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for the apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Centrica and must be no less favourable on the whole to Centrica than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by Centrica.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Centrica under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Centrica than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the matter must be referred to arbitration and, the arbitrator must make such provision for the payment of compensation by the undertaker to Centrica as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

**78.** If for any reason or in consequence of the construction or operation of the authorised development, any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Centrica, or to the access road, the undertaker must bear and pay the cost reasonably incurred by Centrica in making good any damage by reason or in consequence of any such damage provided that the maximum liability of the undertaker must be limited to £50,000,000 per claim or series of claims arising from one event.

**79.** The undertaker must use its best endeavours to co-ordinate the execution and operation of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Centrica's undertaking and Centrica must use its best endeavours to co-operate with the undertaker for that purpose.

**80.** Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker must not acquire any apparatus or override any easement or other interest of Centrica or acquire any land or other interest of Centrica or create any new rights over the same otherwise than by agreement of Centrica, which agreement must not be unreasonably withheld.

## PART 8

### For the protection of VPI Immingham LLP

**81.** In this Part of this Schedule—

*Status: This is the original version (as it was originally made).*

“VPI” means VPI Immingham LLP (Company number OC300980); and

“the pipeline” means the gas pipeline crossing the Order land owned and operated by VPI used at various times for the passage of gas and all ancillary apparatus including such works and apparatus properly appurtenant to the pipeline as are specified by section 65(2) of the Pipelines Act 1962<sup>(36)</sup>.

**82.** No less than 28 days before commencing any part of the authorised development or the operation of the authorised development which is near to and would or may have an effect on the operation and maintenance of the pipeline and access to it, the undertaker must submit to VPI plans and sections of the proposed works and such further particulars as VPI may, within 28 days from the day on which plans and sections are submitted under this paragraph, reasonably require.

**83.** No works comprising any part of the authorised development or the operation of the authorised development which would have an effect in full or in part on the operation, maintenance, repair, replacement and abandonment of the pipeline and access to it are to be commenced until plans and sections in respect of those works submitted under paragraph 82 have been approved by VPI.

**84.** Any approval of VPI required under paragraph 83 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as VPI may require to be made for—

- (a) the continuing safety and operational viability of the pipeline; and
- (b) the requirement for VPI to have uninterrupted and unimpeded access to the pipeline at all times.

**85.—**(1) Subject to sub-paragraphs (2) and (3) below, if, by reason or in consequence of the construction of any of the works referred to in paragraph 82, any damage is caused to any apparatus or property of VPI, or there is any interruption in any service provided, or in the supply of any goods, by VPI, the undertaker must—

- (a) bear and pay the cost reasonably incurred by VPI in making good such damage or restoring the supply; and
- (b) make reasonable compensation to VPI for any other expenses, loss, damages, penalty or costs incurred by VPI,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of VPI, its officers, servants, contractors or agents.

(3) VPI must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker, which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

## PART 9

### For the protection of Phillips 66 limited

**86.** In this Part of this Schedule—

“P66” means Phillips 66 Limited (Company number 00524868); and

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<sup>(36)</sup> 1962 c.58. Section 65(2) was amended by paragraph 6 of Schedule 2 to the Energy Act 2011 (c.16), by S.I. 2000/1937 and by S.I. 2011/2305.

“the pipeline” means the crude oil pipeline owned and operated by P66 used at various times for the passage of multi-purpose hydrocarbon fuels and all ancillary apparatus including such works and apparatus properly appurtenant to the pipelines as are specified by section 65(2) of the Pipe-Lines Act 1962.

**87.** No less than 28 days before commencing any part of the authorised development or the operation of the authorised development which is near to and would or may have an effect on the operation and maintenance of the pipelines and access to them, the undertaker must submit to P66 plans and sections of the proposed works and such further particulars as P66 may, within 28 days from the day on which plans and sections are submitted under this paragraph, reasonably require.

**88.** No works comprising any part of the authorised development or the operation of the authorised development which would have an effect in full or in part on the operation, maintenance, repair, replacement and abandonment of the pipelines and access to them are to be commenced until plans and sections in respect of those works submitted under paragraph 87 have been approved by P66.

**89.** Any approval of P66 required under paragraph 88 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as P66 may require to be made for—

- (a) the continuing safety and operational viability of the pipelines; and
- (b) the requirement for P66 to have uninterrupted and unimpeded access to the pipelines at all times.

**90.—**(1) Subject to sub-paragraphs (2) and (3) below, if, by reason or in consequence of the construction of any of the works referred to in paragraph 87, any damage is caused to any apparatus or property of P66, or there is any interruption in any service provided, or in the supply of any goods, by P66, the undertaker must—

- (a) bear and pay the cost reasonably incurred by P66 in making good such damage or restoring the supply; and
- (b) make reasonable compensation to P66 for any other expenses, loss, damages, penalty or costs incurred by P66,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of P66, its officers, servants, contractors or agents.

(3) P66 must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker, which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

## PART 10

### For the protection of C.GEN Killingholme limited

**91.—**(1) The following provisions apply to govern the relationship between the undertaker and C.GEN unless otherwise agreed in writing between the undertaker and C.GEN. For the avoidance of doubt, paragraphs 92, 93(1) and 106(1) of the following provisions shall apply only in respect of such parts of the grid connection land in which C.GEN have a land interest or have powers under any order or statutory instrument to acquire such an interest (whenever granted).

(2) In this Part of this Schedule—

*Status: This is the original version (as it was originally made).*

“approving party” means the party from whom an approval should be, has been or should have been obtained under the terms of this Part, and shall be the undertaker in the case of specified work by C.GEN, and C.GEN in the case of specified work by the undertaker;

“C.GEN” means C.GEN Killingholme Limited (Company number 06422434), whose principal office is at 130 Shaftesbury Avenue, London W1D 5EU;

“C.GEN relevant land” means the area of land shown coloured yellow on the plan;

“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal and “construct” and “constructed” are construed accordingly;

“crossing zones” means those areas of land shown coloured green on the plan;

“dominant land” means the Order land shown numbered 404 on the land plans;

“drainage ditch” means the ditch shown by a black line marked ‘Drain’ on the plan;

“Hornsea Project Substation Site” means the substation site shown outlined in pink on the plan;

“grid connection land” means the C.GEN relevant land, the thermal buffer zone and the crossing zones;

“the plan” means the plan entitled the C.GEN Protective Provisions plan and certified as the C.GEN protective provisions plan by the Secretary of State for the purposes of this Part of this Schedule;

“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the relevant land;

“promoting party” means the party who is seeking, has sought or should have sought an approval under the terms of this Part of this Schedule and shall be the undertaker in the case of specified work by the undertaker, and C.GEN in the case of specified work by C.GEN;

“pylon land” means the area of land shown cross-hatched in black on the plan;

“servient land” means any pond, ponds or any watercourse on land under the ownership of C.GEN as at the date of this Order;

“specified work” means so much of any work or operation by the undertaker or C.GEN as is in, on, under or over the grid connection land; and

“thermal buffer zone” means the area of land shown coloured red on the plan.

**92.** The undertaker must not under the powers of the Order acquire—

(a) new rights over the C.GEN relevant land; or

(b) new rights over the thermal buffer zone, except for the purposes of access and maintenance,

without the consent of C.GEN, such consent not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions.

**93.—**(1) Subject to sub-paragraph (3), any specified work must be constructed—

(a) without unreasonable delay in accordance with the plans approved or settled under this Part of this Schedule; and

(b) to the reasonable satisfaction of the approving party.

(2) If any part of the specified work is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the approving party may by notice in writing require the promoting party at the promoting party’s own expense to comply with the requirements of this Part of this Schedule or (if the promoting party so elects and the approving party in writing consents,



such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the approving party reasonably requires.

(3) Subject to sub-paragraph (4), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (2) is served upon the promoting party, it has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the approving party may execute the works specified in the notice and any expenditure incurred by it in so doing is recoverable from the promoting party.

(4) In the event of any dispute as to whether sub-paragraph (2) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the approving party must not except in emergency exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined.

**94.** The promoting party must give to the approving party not less than 14 days' written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of such construction, must give the approving party written notice of such completion.

**95.** The promoting party must at all reasonable times during construction of the specified works and thereafter allow the approving party, its servants and agents, access to such work and all reasonable facilities for inspection of any such work.

**96.—(1)** After the purpose of any temporary works has been accomplished the promoting party must with all reasonable dispatch, or after a reasonable period of notice in writing from the approving party requiring the promoting party to do so, remove any such temporary works or any materials relating thereto which may have been placed in, on, under or over the grid connection land by or on behalf of the promoting party.

(2) If the promoting party fails to do so within a reasonable period after receiving such notice, the approving party may remove the same and may recover the reasonable costs of doing so from the promoting party.

**97.—(1)** If any damage to the grid connection land or any apparatus of any approving party upon such land or any interference or obstruction is caused by the carrying out of, or in consequence of the construction of a specified work, the promoting party must, notwithstanding any approval, make good such damage to the reasonable satisfaction of the approving party and must pay to the approving party all reasonable expenses to which the approving party may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(2) If the promoting party refuses or fails to do so, the approving party may cause the work to be done and may recover the reasonable cost of doing so from the promoting party.

**98.—(1)** Without prejudice to the other provisions of this Part of this Schedule, the promoting party is to be responsible for, and must make good to the approving party, all losses, costs, charges, damages and expenses however caused (including a reasonable and proper proportion of the overhead charges of the approving party) which may reasonably be incurred by or occasioned to the approving party by reason of or arising from or in connection with—

- (a) the perusal of plans and the inspection of the specified works by the approving party or its duly authorised representative;
- (b) the construction or failure of the specified works, or the undertaking by the approving party of works or measures to prevent or remedy damage to any property of the approving party arising from such construction or failure;

*Status: This is the original version (as it was originally made).*

(c) any act or omission of the promoting party or their servants or agents whilst engaged in the construction of any of the specified works.

(2) The approving party must give to the promoting party notice in writing of any claim or demand for which the promoting party may be liable under this paragraph and no settlement or compromise of any such claim or demand may be made without the consent in writing of the promoting party.

(3) Nothing in this paragraph imposes any liability on the promoting party to the extent that any losses, costs, charges, damages, expenses, claims or demands referred to in sub-paragraph (1) are attributable to negligence on the part of the approving party or of any person in its employ or of its contractors or agents.

**99.** The fact that any work or thing has been executed or done with the consent of the approving party and in accordance with any conditions or restrictions prescribed by the approving party or in accordance with any plans approved by the approving party or to its satisfaction or in accordance with any directions or award of any arbitrator, does not relieve the promoting party from any liability under the provisions of this Part of this Schedule.

**100.** Any consent or approval of an approving party required under this Part of this Schedule—

- (a) must not be unreasonably withheld or delayed; and
- (b) may be given subject to reasonable conditions.

**101.** Any consent or approval of an approving party required under this Part of this Schedule shall be deemed to have been given if it is neither given nor refused within 42 days beginning with the date on which the application for consent or approval was submitted to the approving party.

**102.** Without prejudice to the generality of paragraph 100 of this Part of this Schedule, it shall not be reasonable for an approving party to withhold or delay any consent or approval under this Part of this Schedule in relation to specified work in, on, under, or over the grid connection land solely on the basis of thermal interaction between the circuit and any adjacent circuit, whether existing or proposed, where it has been demonstrated that there will be no material thermal interaction, which shall be deemed to have been demonstrated where the separation between such circuits is 6 metres or more (from the centre line of each circuit).

**103.** Without prejudice to the generality of paragraph 100, and in addition to the circumstances described in paragraph 102, it shall not be reasonable for the undertaker or C.GEN to withhold or delay any consent or approval under this Part of this Schedule in relation to specified work in, on, under, or over the crossing zones solely on the basis of thermal interaction where the plans of the specified work submitted under paragraph 93 demonstrate that all reasonable steps have been taken to minimise thermal interaction between the circuit and any other circuit, whether existing or proposed.

**104.** With the exception of any duty owed by the approving party to the promoting party expressly provided for in the foregoing provisions of this Part of this Schedule, nothing in this Order is to be construed as imposing upon the approving party, either directly or indirectly, any form of duty or liability to which the approving party would not otherwise be subject which is enforceable by proceedings before any court.

**105.** Save as this Part of this Schedule permits, nothing in this Order affects prejudicially any statutory or other rights, powers or privileges vested in, or enjoyed by, the approving party at the commencement of this Order or any title of the approving party in, to or over any lands held or acquired by it.

**106.—(1)** In the event that the undertaker begins to carry out the specified work before C.GEN and the undertaker requires to alter the course of, modify, or remove any part of the drainage ditch such alteration, modification or removal works must be approved in writing by C.GEN,

such approval not to be unreasonably withheld or delayed but may be given subject to reasonable conditions.

(2) In the event that C.GEN begins to carry out the specified work before the undertaker and C.GEN requires to alter the course of, modify, or remove any part of the drainage ditch such alteration, modification or removal works must be approved in writing by the undertaker, such approval not to be unreasonably withheld or delayed but may be given subject to reasonable conditions.

**107.** The undertaker must ensure that the rate and/or volume of water discharged from the dominant land onto, over, across or through the servient land will not result in a significant increase in the exercise of the rights of the easement enjoyed by the dominant land on, over, across and through the servient land other than with the prior written approval of C.GEN.

**108.** The undertaker must not exercise the powers conferred by article 15 (compulsory acquisition of land) or article 16 (compulsory acquisition of rights) in respect of the Order land shown numbered 408 on the land plans to extinguish any rights that C.GEN has to connect into the North Killingholme National Grid substation.

**109.** The provisions of this Part of this Schedule will enure for the benefit of the undertaker, C.GEN and any statutory successor of either which is licensed under section 6 of the 1989 Act and is in occupation or use of the Hornsea Project Substation Site, the grid connection land or any part thereof pursuant to their undertaking.

## PART 11

### For the protection of ConocoPhillips (UK) Limited

**110.** In this Part of this Schedule—

“ConocoPhillips” means ConocoPhillips (U.K.) Limited (Company Number 00524969); and  
“the pipeline” means the condensate pipeline running from the ConocoPhillips Theddlethorpe Gas Terminal to the Humber Oil Refinery, operated by ConocoPhillips on behalf of the pipeline owner and all ancillary apparatus including such works and apparatus properly appurtenant to the pipeline as are specified by section 65(2) of the Pipe-Lines Act 1962.

**111.** No less than 28 days before commencing any part of the authorised development or the operation of the authorised development which is near to and would or may have an effect on the operation and maintenance of the pipeline and access to it, the undertaker must submit to ConocoPhillips plans and sections of the proposed works and such further particulars as ConocoPhillips may, within 28 days from the day on which plans and sections are submitted under this paragraph, reasonably require.

**112.** No works comprising any part of the authorised development or the authorised project which would have an effect in full or in part on the operation, maintenance, repair, replacement and abandonment of the pipeline and access to it are to be commenced until plans and sections in respect of those works submitted under paragraph 111 have been approved by ConocoPhillips.

**113.** Any approval of ConocoPhillips required under paragraph 112 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as ConocoPhillips may require to be made for—

- (a) the continuing safety and operational viability of the pipeline; and
- (b) the requirement for ConocoPhillips to have uninterrupted and unimpeded access to the pipeline at all times.

*Status: This is the original version (as it was originally made).*

**114.**—(1) Subject to sub-paragraphs (2) and (3) below, if, by reason or in consequence of the constructions of any of the works referred to in paragraph 111, any damage is caused to any apparatus or property of ConocoPhillips, or there is any interruption in any service provided, or in the supply of any goods, by ConocoPhillips, the undertaker must—

- (a) bear and pay the cost reasonably incurred by ConocoPhillips in making good such damage or restoring the supply; and
- (b) make reasonable compensation to ConocoPhillips for any other expenses, loss, damages, penalty or costs incurred by ConocoPhillips,

by reason of or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of ConocoPhillips, its officers, servants, contractors or agents.

(3) ConocoPhillips must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker, which, if withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

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## **EXPLANATORY NOTE**

*(This note is not part of the Order)*

This Order grants development consent for, and authorises the construction, operation and maintenance of up to three generating stations in the sea approximately 103 kilometres off the coast of Yorkshire together with all necessary and associated development. It authorises the compulsory purchase of land and rights in land, as well as to override easements and other rights, and provides a defence in proceedings in respect of statutory nuisance and to discharge water. The Order imposes requirements in connection with the development for which it grants development consent.

The Order also grants deemed marine licences for the marine licensable activities, being the deposit of substances and articles and the carrying out of works, involved in the construction of the generating stations and associated development. The deemed marine licences impose conditions in connection with the deposits and works for which they grant consent.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 39 (certification of plans, etc) of this Order may be inspected free of charge at the offices of SMart Wind at 140 London Wall, London EC2Y 5DN.