



**DOGGER BANK
TEESSIDE A & B**

**March
2014**

The Dogger Bank (Teesside A and B) Offshore Wind Farm Development Consent Order

Submission Draft

Pursuant to Regulation 5(2)(b) of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009

Application Reference 3.1

201X No.

INFRASTRUCTURE PLANNING

**The Dogger Bank (Teesside A and B) Offshore Wind Farm
Order 201X**

Made - - - - *[***] 201X*
Coming into force - - *[***] 201X*

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An application has been made to the Secretary of State in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 made under sections 37, 42, 48, 51, 56, 58, 59 and 232 of the Planning Act 2008 ("the 2008 Act")(a) for an Order under sections 37, 55, 115, 120, 121, 122, 140 and 149A of the 2008 Act;

The application was examined by an Examining authority appointed by the Secretary of State pursuant to Chapter 4 of the 2008 Act;

The Examining authority, having considered the national policy statements relevant to the application and concluded that the application accords with these statements as set out in section 104(3) of the 2008 Act;

The Examining authority, having considered the objections made and not withdrawn, and the application with the documents that accompanied the application, has recommended the Secretary of State to make an Order giving effect to the proposals comprised in the application with modifications which in its opinion do not make any substantial change in the proposals;

The notice of the Secretary of State's determination was published [●];

As the Secretary of State in exercise of the powers conferred by sections 114, 115, 120, 121, 122 and 149A of the 2008 Act the Secretary of State makes the following Order.

(a) 2008 c.29

PART 1

Preliminary

Citation and commencement

1. This Order may be cited as the Dogger Bank (Teesside A and B) Offshore Wind Farm Order and comes into force on [●] 201X.

Interpretation

2.—(1) In this Order—

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

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

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

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

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

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

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

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

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- (a) 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 1961 Act which are not relevant to this Order.
- (b) 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). Subsection (1) of section 11 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.
- (c) 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), 1(3) and 1(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, 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 (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.
- (d) 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 (c.29) (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.
- (e) 1991 c.22. Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c.26). Sections 79(4), 80(4), and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c.18).
- (f) 2004 c.20
- (g) 2008 c.29.
- (h) 2009 c.23.

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

“array areas” means the areas within which Works Nos. 1A(a) to (e) and 1B(a) to (e) may be constructed which are the areas enclosed within a straight line drawn between points whose coordinates are set out in the respective tables in Part 1 of Schedule 1 to this Order and which are shown on the Offshore Order Limits and Grid Coordinates Plan;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 (authorised project) and any other development authorised by this 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;

“Bizco 2” means Doggerbank Project 2 Bizco Limited (Company number 07791977) whose registered office is 55 Vastern Road, Reading, Berkshire RG1 8BU;

“Bizco 3” means Doggerbank Project 3 Bizco Limited (Company number 07791964) whose registered office is 55 Vastern Road, Reading, Berkshire RG1 8BU;

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

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

“cable” includes, in respect of any onshore cable, direct lay cables and/or cables laid in cable ducts; and in respect of any cable whether onshore or offshore shall include fibre optic cables;

“cable crossings” means the crossing of existing sub-sea cables and pipelines by the inter-array, interconnecting and/or export cables authorised by this Order together with physical protection measures including cable protection;

“cable protection” means the measures to protect cables from physical damage and exposure due to loss of seabed sediment, including, but not limited to, the use of bagged solutions filled with grout or other materials, protective aprons or coverings, mattresses, flow energy dissipation devices or rock and gravel dumping;

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

“combined platform” means a single offshore platform constructed in an array area comprising two or more of any of the following—

- (a) an offshore collector platform;
- (b) an offshore converter platform;
- (c) an offshore accommodation or helicopter platform;

“commence” means beginning to carry out the activities authorised by the deemed marine licenses at Schedule 7 (Deemed licences under The Marine and Coastal Access Act 2009) other than the pre-construction surveys or monitoring and in respect of any other works comprised in the authorised project any material operation (as defined in Section 56(4) of the 1990 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, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “commencement” shall be construed accordingly;

“compulsory acquisition notice” means a notice served in accordance with section 134 of the 2008 Act;

“Dogger Bank Zone” means the Dogger Bank Offshore Wind Farm Zone located in the North Sea between 125 kilometres and 290 kilometres off the UK coast and extending over an area of approximately 8,660 km²;

“electrical converter substation and compound” means an electrical converter(s) housed within one or more converter halls and a compound containing electrical equipment including power transformers, switchgear, reactive compensation equipment, harmonic filters, cables, lightning protection systems including masts, control buildings, communications masts, back-up generators, access, fencing and other associated equipment, structures or buildings;

“Examining authority” means the Examining Authority appointed under the 2008 Act to examine the application to this Order;

“the Environmental Statement” means the document certified as the Environmental Statement by the Secretary of State for the purposes of this Order and submitted with the application together with any supplementary or further environmental information submitted in support of the application;

“gravity base foundation” means a foundation type which rests on the seabed and supports the wind turbine generator, meteorological station or offshore platform primarily due to its own weight and that of added ballast, with or without skirts or other additional fixings, which may include associated equipment including J-tubes and access platforms and separate topside connection structures or an integrated transition piece. Sub types for wind turbines and meteorological stations include conical gravity base and flat-based gravity base. Sub types for platforms include: offshore platform conical or flat-base gravity base foundations, and offshore platform semi-submersible gravity base foundations;

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

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

“maintain” includes maintain, upkeep, inspect, repair, adjust, alter, relay and remove and any derivative of maintain is to be construed accordingly;

“MCA” means the Maritime and Coastguard Agency;

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

“mean low water springs” or “MLWS” means the average of the low water heights occurring at the time of spring tides which is also the outermost extent of the local planning authority jurisdiction;

“meteorological mast” or “meteorological station” means a fixed or floating structure housing or incorporating equipment to measure wind speed and other meteorological and oceanographic characteristics, including a topside which may house electrical switchgear and communication equipment and associated equipment, and marking and lighting;

“MMO” means the Marine Management Organisation;

“monopole foundation” means foundation options based around a single vertical pillar structure driven, drilled, or embedded into the seabed by means such as suction and/or gravity. This main support structure may change in diameter via tapers and abrupt steps. Sub types for wind turbine generators and meteorological stations include: monopole with steel monopile footing, monopole with concrete monopile footing, and monopole with a single suction-installed bucket footing;

“multileg foundation” means foundation options based around structures with several legs or footings. This includes jackets, tripods, and other structures which include multiple large tubulars, cross-bracing, or lattices. Multileg foundations may be fixed to the seabed by footings which are driven, drilled, screwed, jacked-up, or embedded into the seabed by means such as suction and/or gravity;

“National Grid substation” means the existing National Grid Electricity Transmission UK Substation located at Lackenby;

“offshore accommodation or helicopter platform” means a platform (either singly or as part of a combined platform) housing or incorporating some or all of the following: accommodation for staff during the construction, operation and decommissioning of the offshore works, landing facilities for vessels and helicopters, re-fuelling facilities, communication and control systems, electrical systems such as metering and control systems, small and large scale electrical power systems, J-tubes, auxiliary and uninterruptible power supplies, large scale energy storage systems, standby electricity generation equipment, cranes, storage for waste and consumables including fuel, marking and lighting and other associated equipment and facilities;

“offshore collector platform” means a platform (either singly or as part of a combined platform) housing or incorporating electrical switchgear and/or electrical transformers, electrical systems such as metering and control systems, J-tubes, landing facilities for vessels and helicopters, re-fuelling facilities, accommodation for staff during the construction, operation and decommissioning of the offshore works, communication and control systems, auxiliary and uninterruptible power supplies, large scale energy storage systems, standby electricity generation equipment, cranes, storage for waste and consumables including fuel, marking and lighting and other associated equipment and facilities;

“offshore converter platform” means a platform (either singly or as part of a combined platform) housing or incorporating high voltage direct current electrical switchgear and/or electrical transformers and other equipment to enable High Voltage Direct Current transmission to be used to convey the power output of the multiple wind turbine generators to shore including electrical systems such as metering and control systems, J-tubes, landing facilities for vessels and helicopters, re-fuelling facilities, accommodation for staff during the construction, operation and decommissioning of the offshore works, communication and control systems, auxiliary and uninterruptible power supplies, large scale energy storage systems, standby electricity generation equipment, cranes, storage for waste and consumables including fuel, marking and lighting and other associated equipment and facilities;

“offshore platform” means any of the following—

- (a) an offshore accommodation platform;
- (b) an offshore collector platform;
- (c) an offshore converter platform; or
- (d) a combined platform

“offshore works” means the Project A Offshore works and the Project B Offshore works, the relevant shared works and any other authorised development associated with those works;

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

“onshore works” means the Project A Onshore works, the Project B Onshore works, the shared works and any other authorised development associated with those works;

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

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

“the Order limits” means—

- (a) the limits shown on the Offshore Order Limits and Grid Coordinates Plan within which the offshore works may be constructed as part of the authorised project; and
- (b) the limits shown on the Onshore Order Limits and Grid Coordinates Plan within which the onshore works may be constructed as part of the authorised development;

“Order limits plan” means the plans certified as the onshore and offshore Order limits and grid coordinates plans by the Secretary of State for the purposes of the Order;

“owner”, in relation to land, has the same meaning as in section 7 of the Acquisition of Land Act 1981^(a);

“Project A Offshore works” means Works Nos. 1A, 2A, 2T and 3A and any other authorised development associated with those works;

“Project A Onshore works” means Works Nos. 4A, 5A, 6A, 7, 7L, 8A, 9 and any other authorised development associated with those works;

“Project B Offshore works” means Works Nos. 1B, 2B, 2T and 3B and any other authorised development associated with those works;

“Project B Onshore works” means Works Nos. 4B, 5B, 6B, 7, 7L, 8B, 9 and any other authorised development associated with those works;

“relevant planning authority” means Redcar and Cleveland Borough Council;

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

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

“scour protection” means protection against foundation scour and subsea damage, for example from trawling, through reinforcement measures and measures to prevent loss of seabed sediment around foundation bases. These measures include protective aprons, mattresses, flow energy dissipation devices and rock and gravel burial;

“the shared works” means Works Nos. 2T, 7, 7L, 9 and 10A to 10J;

“statutory undertaker” means any person falling within section 127(8) of the 2008 Act;

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

“streets and public rights of way plans” means the plans certified by the streets and public rights of way plans by the Secretary of State for the purposes of this Order;

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

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

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

“undertaker” means —

- (a) in relation to the Project A Offshore works and the Project A Onshore works, Bizco 2;
- (b) in relation to the Project B Offshore works and the Project B Onshore works, Bizco 3;
- (c) in relation to the shared works, Bizco 2 or Bizco 3; and
- (d) any other person who has the benefit of this Order in accordance with section 156 of the 2008 Act and articles 7 (benefit of the Order) and 8 (consent to transfer benefit of the Order).

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

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

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

“wind turbine generator” means a structure comprising a tower, rotor with 3 blades, nacelle and ancillary electrical and other equipment which may include: J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation; and

“works plans” means the plans certified as the onshore works plans and offshore works plans by the Secretary of State for the purposes of this Order.

(2) References in this Order to rights over land include references to rights to do or to place and maintain, anything in, on or under land or in the air-space above its surface.

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

(4) Any reference in this Order to a work identified by the number of the work is to be construed as a reference to the work of that number authorised by this Order.

(5) References in this Order to points identified by letters are to be construed as references to the points so lettered on the onshore works plans.

(6) A reference in this Order to a co-ordinate is a reference to World Geodetic System 1984 datum.

PART 2

Principal Powers

Development consent etc. granted by the Order

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

- (a) development consent for the authorised development; and
- (b) consent for the ancillary works,

to be carried out within the Order limits.

(2) Development for which development consent granted by this Order shall be commenced within seven years of the date of the coming into force of this Order.

Maintenance of authorised project

4.—(1) The undertaker may at any time maintain, and maintain from time to time, the authorised project except to the extent that this Order and any agreement made under this Order provide otherwise.

(2) The power to maintain conferred under paragraph (1) does not relieve the undertaker of any requirement to obtain a licence under part 4 of the 2009 Act.

Operation of generating station

5.—(1) The undertaker is hereby authorised to operate and use the authorised development for generating and transmitting electricity.

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

Procedure in relation to approvals etc under requirements

6.—(1) Where an application is made to the relevant planning authority for any consent, agreement or approval required by a requirement, the following provisions apply, so far as they relate to a consent, agreement or approval of a relevant 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 a consent, agreement or approval of a relevant planning authority required by a condition imposed on the grant of planning permission.

(2) For the purposes of paragraph (1), a provision relates to a consent, agreement or approval of a relevant planning authority required by a condition imposed on a grant of planning permission in so far as it makes provision in relation to an application for such a consent, agreement or approval, or the grant or refusal of such an application, or a failure to give notice of a decision on such an application.

(3) For the purposes of the application of section 262 of the 1990 Act (meaning of “statutory undertaker”) to appeals pursuant to this article, the undertaker is deemed to be a holder of a licence under section 6 of the Electricity Act 1989(a).

Benefit of Order

7. Subject to article 8 (consent to transfer benefit of Order), the provisions of this Order shall have effect solely for the benefit of the undertaker.

Consent to transfer benefit of Order

8.—(1) The undertaker may, with the consent of the Secretary of State—

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

except where paragraph (4) applies in which case no such consent shall be required.

(2) Where an agreement has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (3), shall include references to the transferee or the lessee.

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

(4) This paragraph applies where—

- (a) the transferee or lessee is a person who holds a licence under the Electricity Act 1989; or
- (b) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—
 - (i) no such claims have been made;
 - (ii) any such claim has been made and has been compromised or withdrawn;

(a) 1989 c. 29.

- (iii) compensation has been paid in final settlement of any such claim;
- (iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or
- (v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation shall be payable.

(5) The provisions of article 12 (street works), 13 (temporary stopping up of streets), 20 (compulsory acquisition of land), 23 (compulsory acquisition of rights), 27 (temporary use of land for carrying out the authorised project) and 28 (temporary use of land for maintaining authorised project) shall have effect only for the benefit of a transferee or lessee who is also—

- (a) in respect of Works Nos. 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7, 7L, 8A, 8B, 9, a person who holds a licence under the Electricity Act 1989; or
- (b) in respect of functions under article 12 (street works) relating to a street, a street authority.

(6) Notwithstanding anything contained in Part IV of the 2009 Act, but subject to paragraph (3), the undertaker may pursuant to an agreement under paragraph (1) transfer to another person relevant provisions.

(7) Not later than seven days after any agreement under paragraph (1) comes into effect which transfers to the transferee relevant provisions the transferor shall give written notice to the MMO stating the name and address of the person to whom the relevant provisions are transferred, the details of the relevant provisions transferred and the date when the transfer took effect.

(8) Sections 72(7) and (8) of the 2009 Act shall not apply to a transfer of relevant provisions by the undertaker to another person pursuant to an agreement under paragraph (1).

(9) In this article “relevant provisions” means any of the provisions of the marine licences specified in either Parts 1A, 2A, 3A and 4A of Schedule 7 to this Order together with the corresponding conditions set out in Parts 1B, 2B, 3B and 4B of Schedule 7 to this Order.

Disapplication and modification of legislative provisions

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

- (a) the 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^(a), which require consent or approval for the carrying out of the works;
- (b) the provisions of any byelaws made under, or having effect as if made under, paragraph 66 to the Land Drainage Act 1991^(b), which require consent or approval for the carrying out of the works;
- (c) section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991^(c);
- (d) the provisions of the Hedgerows Regulations 1997^(d).

(2) Section 6 of the Party Wall etc. Act 1996^(e) (underpinning of adjoining buildings) shall not apply in relation to a proposal to excavate, or excavate for and erect anything, in exercise of the powers conferred by this Order.

(a) 1991 c. 57.
 (b) 1991 c. 59.
 (c) 1991 c. 59.
 (d) 1997 No.1160.
 (e) 1996 c.40.

Abatement of works abandoned or decayed

10.Where the offshore works or any part of them are abandoned or allowed to fall into decay the Secretary of State may, following consultation with the undertaker, issue a written notice requiring the undertaker at its own expense to repair and restore or remove the offshore works or any relevant part of it, 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(s) of the offshore works to a safe and proper condition within an area and to such an extent as may be specified in the notice.

Defence to proceedings in respect of statutory nuisance

11.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(a) (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 shall 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(b); or
 - (ii) is a consequence of the construction or maintenance of the authorised project and that it cannot reasonably be avoided; or
- (b) the defendant shows that the nuisance—
 - (i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and that the nuisance is attributable to the use of the authorised project which is being used in compliance with requirement 28; or
 - (ii) 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), shall 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.

(3) The provisions of this article do not affect the application to the authorised development of section 158 of the 2008 Act (nuisance: statutory authority) or any rule of common law having similar effect.

(a) 1990 c.43. There are amendments to this Act which are not relevant to this Order.

(b) 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.

PART 3

Streets

Street works

12.—(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 shown on the streets and public rights of way plans and may—

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

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

(3) The provisions of sections 54 to 106 of the 1991 Act apply to any street works carried out under paragraph (1).

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

Temporary stopping up of streets

13.—(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 (2), prevent all persons from passing along the street.

(2) The undertaker shall 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.

(3) Without prejudice to the generality 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 streets and public rights of way plan, in column (1) of that Schedule.

(4) The undertaker shall not temporarily stop up, alter or divert—

- (a) any street specified as mentioned in paragraph (3) 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.

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

Access to works

14. 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);

- (b) with the approval of the relevant 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.

Agreements with street authorities

15.—(1) A street authority and the undertaker may enter into agreements with respect to the carrying out in the street of any of the works referred to in article 12 (street works).

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

- (a) make provision for the street authority to carry out any function under this Order which relates to the street in question;
- (b) include an agreement between the undertaker and street authority specifying a reasonable time for the completion of the works; and
- (c) contains such terms as to payment and otherwise as the parties consider appropriate.

PART 4

Supplemental Powers

Discharge of water

16.—(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, make openings into, and connections with, the watercourse, public sewer or drain.

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

(3) The undertaker shall 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 shall not be unreasonably withheld.

(4) The undertaker shall 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 shall not be unreasonably withheld; and
- (b) where that person has been given the opportunity to supervise the making of the opening.

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

(7) This article does not authorise the entry into inland fresh waters or coastal waters of any matter whose entry or discharge into those waters is prohibited by regulation 12 of the Environmental Permitting (England and Wales) Regulations 2010(b).

(a) 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.

(b) S.I. 2010/675.

(8) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to the Environment Agency, 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 Water Resources Act 1991 have the same meaning as in that Act.

(9) This article does not relieve the undertaker of any obligation to obtain from the Environment Agency any permit or licence or any other obligation under any other legislation that may be required to authorise the making of a connection to, or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) or the discharge of any water into any watercourse, sewer or drain pursuant to paragraph (2).

Protective work to buildings

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

(2) Protective works may be carried out—

- (a) at any time before or during the carrying out in the vicinity of the building of any part of the authorised project; or
- (b) after the completion of that stage of the authorised project in the vicinity of the building at any time up to the end of the period of 5 years beginning with the day on which that stage of the authorised project is first opened for use.

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

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

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

(5) Before exercising—

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

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

(6) Where a notice is served under paragraph (5)(a), (c) or (d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of ten days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 43 (arbitration).

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

(8) Where—

- (a) protective works are carried out under this article to a building; and
- (b) within the period of 5 years beginning with the day on which the part of the authorised project carried out in the vicinity of the building is first opened for use it appears that the protective works are inadequate to protect the building against damage caused by the carrying out or use of that stage of the authorised project,

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

(9) Nothing in this article shall relieve the undertaker from any liability to pay compensation under section 10(2) of the 1965 Act (compensation for injurious affection).

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

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

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

Authority to survey and investigate the land

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

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

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least fourteen 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) shall, if so required entering the land, produce written evidence of their authority to do so; and
- (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(4) No trial holes shall 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 shall not be unreasonably withheld.

(5) The undertaker shall 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, Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(6) This article shall only apply to the onshore works.

Removal of human remains

19.—(1) In this article “the specified land” means the land within the limits shown on the Order limits plan.

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

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

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

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

(5) At any time within 56 days after the first publication of a notice under paragraph (3) any person who is a personal representative or relative of any deceased person whose remains are interred in the specified land may give notice in writing to the undertaker of that person’s intention to undertake the removal of the remains.

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

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

and that person shall, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (11).

(7) If the undertaker is not satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question shall be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who shall remove the remains and as to the payment of the costs of the application.

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

(9) If—

- (a) within the period of 56 days referred to in paragraph (5) no notice under that paragraph has been given to the undertaker in respect of any remains in the specified land; or
- (b) such notice is given and no application is made under paragraph (7) within 56 days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 56 days; or
- (c) within 56 days after any order is made by the county court under paragraph (7) any person, other than the undertaker, specified in the order fails to remove the remains; or
- (d) it is determined that the remains to which any such notice relates cannot be identified,

subject to paragraph (10) the undertaker shall remove the remains and cause them to be re-interred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves shall be re-interred

in individual containers which shall be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

(10) If the undertaker is satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker shall comply with any reasonable request that person may make in relation to the removal and re-interment or cremation of the remains.

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

- (a) a certificate of re-interment or cremation shall be sent by the undertaker to the Registrar General by the undertaker giving the date of re-interment or cremation and identifying the place from which the remains were removed and the place in which they were re-interred or cremated; and
- (b) a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (9) shall be sent by the undertaker to Redcar and Cleveland Borough Council mentioned in paragraph (4).

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

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

(14) Section 25 of the Burial Act 1857^(a) (bodies not to be removed from burial grounds, save under faculty, without licence of Secretary of State) shall not apply to a removal carried out in accordance with this article.

PART 5

Powers of Acquisition

Compulsory acquisition of land

20.—(1) Bizco 2 may acquire compulsorily so much of the Order land as is required for the Project A Onshore works, the Project A Offshore works, the shared works or to facilitate, or is incidental, to the construction and maintenance of those works.

(2) Bizco 3 may acquire compulsorily so much of the Order land as is required for Project B Onshore works, the Project B Offshore works and the shared works or to facilitate, or is incidental, to the construction and maintenance of those works.

(3) As from the date on which a compulsory acquisition notice under section 134(3) of the 2008 Act is served or the date on which the Order land, or any part of it, is vested in the undertaker, whichever is the later, that land or that part of it which is vested (as the case may be) shall be discharged from all rights, trusts and incidents to which it was previously subject.

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

(5) This article is subject to article 23 (compulsory acquisition of rights), article 27 (temporary use of land for carrying out the authorised project) and article 33 (Power to make agreements).

(a) 1857 c.81. There are amendments to this Act which are not relevant to this Order.

Compulsory acquisition of land – incorporation of the mineral code

21. Part 2 of Schedule 2 to the Acquisition of Land Act 1981(a)(minerals) is incorporated in this Order subject to the modifications that for “the acquiring authority” substitute “the undertaker”.

Time limit for exercise of authority to acquire land compulsorily

22.—(1) After the end of the period of 7 years beginning on the day on which this Order is made—

- (a) no notice to treat shall be served under Part 1 of the 1965 Act; and
- (b) no declaration shall be executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by article 26 (application of the Compulsory Purchase (Vesting Declarations) Act 1981)(b).

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

Compulsory acquisition of rights

23.—(1) Subject to paragraphs (2), (3) and (4) the undertaker may acquire compulsorily such rights over the Order land as may be required for any purpose for which that land may be acquired under article 20 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) In the case of the Order land specified in column (1) of Part 1 of Schedule 5 (land in which only new rights etc., may be acquired) the powers of compulsory acquisition conferred under this Order are limited to the acquisition of such new rights as may be required for the purpose specified in relation to that land in column (2) of that Schedule.

(3) In the case of the Order land specified in column (1) of Part 2 of Schedule 5 (land in which only new rights etc., may be acquired) Bizco 2 may with the consent of Bizco 3 exercise a power to acquire rights conferred by paragraph (1) over that land.

(4) In the case of the Order land specified in column (1) of Part 3 of Schedule 5 (land in which only new rights etc., may be acquired) Bizco 3 may with the consent of Bizco 2 exercise a power to acquire rights conferred by paragraph (1) over that land.

(5) Subject to section 8 of the 1965 Act where the undertaker acquires a right over the Order land under this article the undertaker shall not be required to acquire a greater interest in that land.

Private rights of way

24.—(1) Subject to the provisions of this article, all private rights of way over land subject to compulsory acquisition under this Order shall be 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),

(a) 1981 c.67. Sub-paragraph (5) of paragraph 1 of Part 1 of Schedule 2 was amended by section 67 of, and paragraph 27(3) of Schedule 9 to, the Coal Industry Act 1994 (c.21) and paragraph 8 of Part 3 of Schedule was amended by section 46 of the Criminal Justice Act 1982 (c.48). There are other amendments to the 1981 Act which are not relevant to this Order.

(b) 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.

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights of way over land owned by the undertaker which, being within the limits of land which may be acquired shown on the land plan, is required for the purposes of this Order shall be extinguished on the appropriation of the land by the undertaker for any of those purposes

(3) Subject to the provisions of this article, all private rights of way over land of which the undertaker takes temporary possession under this Order shall be 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 of way under this article shall be entitled to compensation 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 of way to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 29 (statutory undertakers) applies.

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

(a) any notice given by the undertaker before—

- (i) the completion of the acquisition of the land,
- (ii) the undertaker's appropriation of it,
- (iii) the undertaker's entry onto it, or
- (iv) the undertaker's taking temporary possession of it,

that any or all of those paragraphs shall not apply to any right of way specified in the notice; and

(b) any agreement made at any time between the undertaker and the person in or to whom the right of way 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 of way 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 shall be effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

Application of the Compulsory Purchase (Vesting Declarations) Act 1981

25.—(1) The Compulsory Purchase (Vesting Declarations) Act 1981(a) shall apply as if this Order were a compulsory purchase order.

(2) The Compulsory Purchase (Vesting Declarations) Act 1981, as so applied, shall have effect with the following modifications.

(3) In section 3 (preliminary notices), for subsection (1) there shall be substituted—

(a) 1981 c. 66. Sections 2(3), 6(2) and 11(6) were amended by section 4 of, and paragraph 52 of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11). Section 15 was amended by sections 56 and 321(1) of, and Schedules 8 and 16 to, the Housing and Regeneration Act 2008 (c. 17). Paragraph 1 of Schedule 2 was amended by section 76 of, and Part 2 of Schedule 9 to, the Housing Act 1988 (c. 50); section 161(4) of, and Schedule 19 to, the Leasehold Reform, Housing and Urban Development Act 1993 (c. 28); and sections 56 and 321(1) of, and Schedule 8 to, the Housing and Regeneration Act 2008. Paragraph 3 of Schedule 2 was amended by section 76 of, and Schedule 9 to, the Housing Act 1988 and section 56 of, and Schedule 8 to, the Housing and Regeneration Act 2008. Paragraph 2 of Schedule 3 was repealed by section 277 of, and Schedule 9 to, the Inheritance Tax Act 1984 (c. 51). There are other amendments to the 1981 Act which are not relevant to this Order.

“(1) Before making a declaration under section 4 with respect to any land which is subject to a compulsory purchase order, the acquiring authority shall 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 shall be substituted “(1)” and after “given” there shall be inserted “and published”.

(5) In that section, for subsections (5) and (6) there shall be 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 shall be inserted “in a local newspaper circulating in the area in which the land is situated”; and
- (b) subsection (2) shall be 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)” shall be omitted.

(8) References to the 1965 Act in the Compulsory Purchase (Vesting Declarations) Act 1981 shall be construed as references to that Act as applied by section 125 of the 2008 Act to the compulsory acquisition of land under this Order.

Rights under or over streets

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

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

(3) Paragraph (2) shall 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, shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) Compensation shall not be 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

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

- (a) enter on and take temporary possession of the land specified in columns (1) and (2) of Schedule 6 (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;
- (b) remove any buildings and vegetation from that land; and
- (c) construct temporary works (including the provision of means of access) and buildings on that land.

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

(3) The undertaker may not, without the agreement of the owners of the land, remain in possession of any land under this article after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (4) of Schedule 6.

(4) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker shall remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker shall not be required to replace a building removed under this article.

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

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

(7) Nothing in this article shall affect 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 (5).

(8) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1).

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

(10) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) shall apply 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).

Temporary use of land for maintaining authorised project

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

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

(2) Paragraph (1) shall 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 shall 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 shall remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker shall 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, shall be determined under Part 1 of the 1961 Act.

(8) Nothing in this article shall affect 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 shall not be required to acquire the land or any interest in it.

(10) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) shall apply 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 5 years beginning with the date on which that stage of the authorised project is first opened for use.

Statutory undertakers

29. Subject to the provision of Parts 1 to 4 of Schedule 8 to the Order the undertaker may—

- (a) acquire compulsorily the land belonging to statutory undertakers shown on the land plan within the Order limits;
- (b) extinguish the rights of, remove or reposition the apparatus belonging to statutory undertakers within the Order limits; and
- (c) acquire compulsorily the new rights over land belonging to statutory undertakers within the Order limits.

Recovery of costs of new connections

30.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 29 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus shall be 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) shall not apply in the case of the removal of a public sewer but where such a sewer is removed under article 29 (statutory undertakers), any person who is—

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

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

(3) This article shall not have effect in relation to apparatus or Part 3 of the 1991 Act applies.

(4) In this paragraph—

“public communications provider” has the same meaning as in section 151(1) of the Communications Act 2003; and

“public utility undertaker” has the same meaning as in the 1980 Act.

Application of landlord and tenant law

31.—(1) This article applies to—

- (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and
- (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person’s use.

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

(3) Accordingly, no such enactment or rule of law shall apply in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

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

Special category land

32.—(1) Upon entry by the undertaker on to the special category land pursuant to article 23 (compulsory acquisition of rights), so much of the special category land as shall be required for the purposes of the exercising by the undertaker of the order rights shall be discharged from all rights, trusts and incidents to which it was previously subject.

(2) In accordance with section 132(3) of the 2008 Act, the Secretary of State is satisfied that the special category land when burdened with the order rights will be no less advantageous to affected persons than it was before the imposition of the order rights on the special category land.

(3) In this article—

“affected persons” means—

- (a) the persons in whom the special category land was previously vested;
- (b) other persons, if any, entitled to rights in common or other rights; and
- (c) the public;

“order rights” means rights exercisable over the special category land by the undertaker under article 23 (compulsory acquisition of rights);

“the special category land” means the land identified as

- (a) forming open space and numbered 1, 2A and 2B in the borough of Redcar and Cleveland in the book of reference and on the plan entitled “Special Category Land Plan” attached to the land plan.

PART 6

Miscellaneous and General

Power to make agreements

33.—(1) Subject to paragraph (4), Bizco 2 and Bizco 3 may enter into and carry into effect agreements with respect to the exercise of any powers conferred by this Order to acquire land or rights over land and the construction, maintenance, use and operation of the offshore works and the onshore works or any part or parts thereof and as to any other matters incidental or subsidiary thereto or consequential thereon, including the defraying of or the making of contributions towards the cost of the matters aforesaid by Bizco 2 or by Bizco 3 or by Bizco 2 and Bizco 3 jointly.

(2) Subject to paragraph (4), any such agreement may provide (inter alia) for the exercise by Bizco 2 or Bizco 3, or Bizco 2 and Bizco 3 jointly, of all or any of the powers of Bizco 2 or Bizco 3 conferred under this Order, in respect of the lands and works referred to in subsection (1) above or any part or parts thereof and for the transfer to and vesting in Bizco 2 or Bizco 3 or Bizco 2 and Bizco 3 jointly, of those lands and works or any part or parts thereof together with the rights and obligations of Bizco 2 or Bizco 3 in relation thereto.

(3) The exercise by Bizco 2 or Bizco 3 or by Bizco 2 and Bizco 3 jointly, of any of the powers of this Order shall be subject to the like provisions in relation thereto as would apply if those powers were exercised by Bizco 2 and Bizco 3 alone, and accordingly those provisions with any necessary modifications shall apply to the exercise of such powers by Bizco 2 or Bizco 3, or by Bizco 2 and Bizco 3 jointly.

(4) In constructing—

- (a) Work Nos. 2A, 3A, 4A, 5A, 6A and 8A, Bizco 3 with the consent of Bizco 3 may enter onto the relevant land for the purpose of constructing those works;
- (b) Work Nos. 2B, 3B, 4B, 5B, 6B and 8B Bizco 2 with the consent of Bizco 3 may enter onto the relevant land for the purpose of constructing those works;
- (c) Work Nos. 2T, 7, 7L, 9, 10A, 10B, 10C, 10D, 10E 10F, 10G, 10H, 10I and 10J Bizco 2 may in common with Bizco 3, enter onto the land required for those works to construct those works; and
- (d) Work Nos. 2T, 7, 7L, 9, 10A, 10B, 10C, 10D, 10E 10F, 10G, 10H, 10I and 10J Bizco 3 may in common with Bizco 2, enter onto the land required for those works to construct those works.

(5) In paragraph 4(a) “relevant land” means the land shown on the works plans within the Order limits for Work Nos. 2B, 3B, 4B, 5B, 6B and 8B which has been acquired for the purpose of the Project B Onshore works and the Project B Offshore works.

(6) In paragraph 4(b) “relevant land” means the land shown on the works plans within the Order limits for Work Nos. 2A, 3A, 4A, 5A, 6A and 8A which has been acquired for the purpose of the Project A Onshore works and the Project A Offshore works.

(7) Bizco 2 and Bizco 3 may enter into, and carry into effect, agreements for the transfer to and vesting in Bizco 2 or Bizco 3, or Bizco 2 or Bizco 3 jointly of —

- (a) any of the works authorised by the Order or any part of any of those works; or
- (b) any works, lands or other property required for the purposes of those works;

together with any rights and obligations (whether or not statutory) of Bizco 2 or Bizco 3 relating thereto.

Railway and navigation undertakings

34.—(1) Subject to the following provisions of this article, the undertaker may not under article 12 (street works) break up or open a street where the street, not being a highway maintainable at public expense (within the meaning of the 1980 Act)—

- (a) is under the control or management of, or is maintainable by, railway or tramway undertakers or a navigation authority; or
- (b) forms part of a level crossing belonging to any such undertakers or to such an authority or to any other person,

except with the consent of the undertakers or authority or, as the case may be, of the person to whom the level crossing belongs.

(2) Paragraph (1) shall not apply to the carrying out under this Order of emergency works, within the meaning of Part 3 of the 1991 Act.

(3) A consent given for the purpose of paragraph (1) may be made subject to such reasonable conditions as may be specified by the person giving it but shall not be unreasonably withheld.

(4) In this paragraph “navigation authority” means any person who has a duty or power under any enactment to work, maintain, conserve, improve or control any canal or other inland navigation, navigable river, estuary or harbour.

Trees subject to tree preservation orders

35.—(1) The undertaker may fell or lop any tree within the Order limits, or cut back its roots if it reasonably believes it to be necessary in order to do so to prevent the tree or shrub—

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

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

- (a) the undertaker shall do no unnecessary damage to any tree or shrub and shall pay compensation to any person for any loss or damage arising from such activity; and
- (b) the duty contained in section 206(1) of the 1990 Act (replacement of trees) shall not apply.

(3) The authority given by paragraph (1) shall constitute 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, shall be determined under Part I of the 1961 Act.

Operational land for purposes of the 1990 Act

36. Development consent granted by this Order shall 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).

Felling or lopping of trees

37.—(1) The undertaker may fell or lop any tree or shrub near any part of the authorised project, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(2) In carrying out any activity authorised by paragraph (1), the undertaker shall do no unnecessary damage to any tree or shrub and shall pay compensation to any person for any loss or damage arising from such activity.

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

Deemed licences under the Marine and Coastal Access Act 2009

38. The undertaker is granted deemed licences under Part 4 Chapter 1 of the 2009 Act—

- (a) to carry out the Project A Offshore works and make the deposits specified in Parts 1A and 2A of Schedule 7 subject to the conditions set out in Parts 1B and 2B of that Schedule; and
- (b) to carry out the Project B Offshore works and make the deposits specified in Parts 3A and 4A of Schedule 7, subject to the conditions set out in Parts 3B and 4B of that Schedule.

Saving for Trinity House

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

Crown Rights

40.—(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 (as defined in the 2008 Act) 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 (as defined in the 2008 Act).

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

Certification of plans and documents etc

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

- (a) the Order limits plan;
- (b) the book of reference;
- (c) the land plan;
- (d) the works plans;
- (e) the Environmental Statement; and
- (f) 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 shall be admissible in any proceedings as evidence of the contents of the document of which it is a copy.

Protective provisions

42. Schedule 8 shall have effect.

Arbitration

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

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

[Address]

[Date]

[Name]

Head of [Unit]

Department of Energy and Climate Change

SCHEDULES

SCHEDULE 1

Article 3

Authorised Project

PART 1

Authorised Development

1. A nationally significant infrastructure Project as defined in sections 14 and 15 of the 2008 Act located in the Dogger Bank Zone comprising—

Work No. 1A—

- (a) an offshore wind turbine generating station with a gross electrical output capacity of up to 1.2 gigawatts comprising up to 200 wind turbine generators each fixed to the seabed by monopole, multileg or gravity base type foundation situated within the coordinates of the array areas specified in the following table, and further comprising works (b) to (e) below;

Coordinates for the array areas

Point	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)
31	55.11790	2.57524
32	55.11860	3.09890
33	55.10690	3.09409
34	55.09071	3.08744
35	55.07452	3.08080
36	55.05832	3.07416
37	55.04213	3.06752
38	55.02594	3.06090
39	55.00974	3.05427
40	54.99487	3.04820
41	54.97803	3.04132
42	54.97735	3.04104
43	54.96115	3.03444
44	54.95485	3.03187
45	54.95510	3.01393
46	54.95556	2.97851
47	54.95562	2.97450
50	54.96011	2.57690

- (b) a maximum of 7 offshore platforms comprising the following:
 - (i) up to 4 offshore collector platform(s) situated within the array areas specified in the table in Work No. 1A(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (ii) an offshore converter platform situated within the array areas specified in the tables in Work No. 1A(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (iii) up to 2 offshore accommodation or helicopter platform(s) situated within the array areas specified in the tables in Work No. 1A(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (iv) or any of the platforms comprised in works (b)(i) to (b)(iii) can be co-joined to create a combined platform fixed to the seabed by multileg or gravity base type foundation;
- (c) up to 5 meteorological station(s) situated within the array areas specified in the tables in Work No. 1A(a) fixed to the seabed by monopole, multileg or gravity base type foundation or floating structure secured by chain and anchor;
- (d) A network of cables for the transmission of electricity and electronic communications laid on or beneath the seabed and including cable crossings between—
 - (i) any of the wind turbine generators comprising Work No. 1A(a);
 - (ii) any of the wind turbine generators comprising Work No. 1A(a) and Work Nos. 1A(b) and (c); and
 - (iii) any of the works comprising Work Nos. 1A(b) and (c)
 - (iv) the offshore converter platform or the combined platform and the export cable route in Work No. 2A;
- (e) up to 10 vessel mooring(s) situated within the array areas specified in the tables in Work No. 1A(a) consisting of a single floating buoy fixed to the seabed by one or more anchors.

Work No. 1B—

- (a) an offshore wind turbine generating station with a gross electrical output capacity of up to 1.2 gigawatts comprising up to 200 wind turbine generators each fixed to the seabed by monopole, multileg or gravity base type foundation, situated within the coordinates of the array areas specified in the following tables, and further comprising works (b) to (e) below;

Coordinates for the array areas

Point	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)
25	55.12443	2.14572
26	55.13002	2.21780
51	54.97070	2.50189
52	54.96096	2.48529
56	54.83864	2.27783
57	54.83862	2.26336
24	55.01111	1.95454

- (b) a maximum of 7 offshore platforms comprising the following:
 - (i) up to 4 offshore collector platform(s) situated within the array areas specified in the tables Work No. 1B(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (ii) an offshore converter platform situated within the array areas specified in the tables Work No. 1B(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (iii) up to 2 offshore accommodation or helicopter platform(s) situated within the array areas specified in the tables Work No. 1B(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (iv) or any of the platforms comprised in works (b)(i) to (b)(iii) can be co-joined to create a combined platform fixed to the seabed by multileg or gravity base type foundation;
- (c) up to 5 meteorological station(s) situated within the array areas specified in the tables Work No. 1B(a) fixed to the seabed by monopole, multileg or gravity base type foundation or floating structure secured by chain and anchor;
- (d) a network of cables for the transmission of electricity and electronic communications laid on or beneath the seabed and including cable crossings between—
 - (i) any of the wind turbine generators comprising Work No. 1B(a);
 - (ii) any of the wind turbine generators comprising Work No. 1B(a) and Work Nos. 1B(b) and (c);
 - (iii) any of the works comprising Work Nos. 1B(b) and (c);
 - (iv) the offshore converter platform or the combined platform and the export cable route in Work No. 2A;
- (e) up to 10 vessel mooring(s) situated within the array areas specified in the tables in Work No. 1B(a) consisting of a single floating buoy fixed to the seabed by one or more anchors.

2. Associated development within the meaning of section 115(2) of the 2008 Act comprising—

Work No. 2A – up to 2 export cables for the transmission of high voltage direct current electricity together with fibre optic cables for the transmission of electronic communications laid on or beneath the seabed between Work No. 1A(b) and Work No. 3A including cable crossings;

Work No. 2B – up to 2 export cables for the transmission of high voltage direct current electricity together with fibre optic cables for the transmission of electronic communications, laid on or beneath the seabed between Work No. 1A(b) and Work No. 3B and including cable crossings;

Work No. 2T – a temporary work area for vessels to carry out intrusive activities during construction, including vessels requiring anchor spreads alongside the cable corridors.

In the borough of Redcar and Cleveland—

Work No. 3A – up to 2 export cables for the transmission of high voltage direct current electricity together with fibre optic cables for the transmission of electronic communications, laid underground between mean low water springs and mean high water springs and connecting Work No. 2A with Work No. 4A;

Work No. 3B – up to 2 export cables for the transmission of high voltage direct current electricity together with fibre optic cables for the transmission of electronic communications, laid underground between mean low water springs and mean high water springs and connecting Work No. 2B with Work No. 4B;

Work No. 4A – up to 2 export cables for the transmission of high voltage direct current electricity together with fibre optic cables for the transmission of electronic communications, laid underground between Work No. 3A at mean high water springs and Work No. 5A including the construction of a temporary haul road;

Work No. 4B – up to 2 export cables for the transmission of high voltage direct current electricity together with fibre optic cables for the transmission of electronic communications, laid underground between Work No. 3B at mean high water springs and Work No. 5B and including the construction of a temporary haul road;

Work No. 5A – a landfall transition joint bay connecting Work No. 4A with Work No. 6A including up to 2 export cables for the transmission of high voltage direct current electricity together with fibre optic cables for the transmission of electric communications laid underground in ducts if necessary and including the construction of a temporary haul road;

Work No. 5B – a landfall transition joint bay connecting Work No. 4B with Work No. 6B including up to 2 export cables for the transmission of high voltage direct current electricity together with fibre optic cables for the transmission of electric communications laid underground in ducts if necessary and including the construction of a temporary haul road;

Work No 6A – up to 2 export cables for the transmission of high voltage direct current electricity together with fibre optic cables for the transmission of electronic communications, laid underground in ducts if necessary from Work No. 5A and running in a generally Westerly direction for a distance of 7 kilometres to Work No. 7. Work No. 6A includes the construction of a temporary haul road;

Work No 6B – 2 export cables for the transmission of high voltage direct current electricity together with fibre optic cables for the transmission of electronic communications, laid underground in ducts if necessary from Work No. 5B and running in a generally Westerly direction for a distance of 7 kilometres to Work No. 7. Work No. 6B includes the construction of a temporary haul road;

Work No. 7 – up to 2 electrical converter substations and compounds for converting high voltage direct current electricity carried by Work Nos. 6A and 6B to high voltage alternating current electricity, including landscaping and the construction of a temporary haul road;

Work No. 7L – a screening landform to the south west of Work No.7;

Work No 8A – up to 3 export cables for the transmission of high voltage alternating current electricity together with fibre optic cables for the transmission of electronic communications, laid underground in ducts if necessary from the electrical converter substation comprised in Work No. 7 and running in a westerly direction for a distance of 2 kilometres to the connection bay within the National Grid substation connection works comprising Work No. 9 and including the construction of a temporary haul road;

Work No 8B – up to 3 export cables for the transmission of high voltage alternating current electricity together with fibre optic cables for the transmission of electronic communications, laid underground in ducts if necessary from the electrical converter substation comprised in Work No. 7 and running in a westerly direction for a distance of 2 kilometres to the connection bay within the National Grid substation connection works comprising Work No. 9 and including the construction of a temporary haul road;;

Work No. 9 – National Grid substation connection works located above ground and including a connection bays within the National Grid substation containing isolation switchgear and electrical equipment for the connection of the export cable system to the transmission network and including access road to provide construction and maintenance access;

Work No. 10A – the temporary vehicular access road from the public highway (Coast Road (A1085)) to Works 5A and 5B;

Work No. 10B – the temporary vehicular access road from the public highway (Redcar Road) to Works 6A and 6B;

Work No. 10C – the temporary vehicular access road from the public highway (A174) to Works 6A and 6B;

Work No. 10D – the temporary vehicular access road from the public highway (A174) to Works 6A and 6B;

Work No. 10E – the temporary vehicular access road from the public highway (Grewgrass Lane) to Works 6A and 6B;

Work No. 10F – the temporary vehicular access road from the public highway (Fishponds Road (B1269)) to Works 6A and 6B;

Work No. 10G – the temporary vehicular access road from the public highway (Fishponds Road (B1269)) to Works 6A and 6B;

Work No. 10H – the temporary vehicular access road through Wilton Works to Works 8A and 8B;

Work No. 10I – the temporary vehicular access road from the public highway (High Street (B1380)) to Works 8A, 8B and 9.

Work No. 10J – the temporary vehicular access road from Lackenby Lane to Works 8A, 8B and 9.

In connection with Work Nos. 3A, 4A, 5A, 6A, 7, 7L, 8A, 9, 10A to 10J the undertaker is granted development consent for the further associated development shown on the plans referred to in the requirements, or approved pursuant to the requirements, including—

- (a) ramps, means of access and footpaths;
- (b) bunds, embankments, swales, landscaping and boundary treatments;
- (c) habitat creation;
- (d) boreholes;
- (e) jointing bays, manholes and other works associated with cable laying including trenchless installation works beneath watercourses roads and other obstructions;
- (f) water supply works, foul drainage provision and surface water management systems and culverting;
- (g) temporary structures to facilitate the crossing of watercourses including bailey bridges;
- (h) construction lay down areas and compounds and their restoration;
- (i) works to remove, reconstruct or alter the position of apparatus including mains, sewers, drains, cables and pipelines; and
- (j) such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the works assessed by the Environmental Statement.

In connection with Work Nos. 3B, 4B, 5B, 6B, 7, 7L, 8B 9, 10A to 10J, the undertaker is granted development consent for the further associated development shown on the plans referred to in the requirements, or approved pursuant to the requirements, including—

- (a) ramps, means of access and footpaths;
- (b) bunds, embankments, swales, landscaping and boundary treatments;
- (c) habitat creation;
- (d) boreholes;

- (e) jointing bays, manholes and other works associated with cable laying including trenchless installation works beneath watercourses roads and other obstructions;
- (f) water supply works, foul drainage provision and surface water management systems and culverting;
- (g) temporary structures to facilitate the crossing of watercourses including bailey bridges;
- (h) construction lay down areas and compounds and their restoration;
- (i) works to remove, reconstruct or alter the position of apparatus including mains, sewers, drains, cables and pipelines; and
- (j) such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the works assessed by the Environmental Statement.

PART 2

Ancillary Works

Works comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development;
- (b) temporary or permanent buoys, beacons, fenders and other navigational warning or ship impact protection works;
- (c) temporary works for the protection of land or structures affected by the authorised development;
- (d) scour protection or dredging;
- (e) cable route preparation works including boulder removal and obstruction clearance, dredging and pre-sweeping; and
- (f) the removal, reconstruction or alteration of the position of subsea cables and pipelines.

PART 3

Requirements

Interpretation

1. In this Part of this Schedule—

“the CAA” means the Civil Aviation Authority constituted by the Civil Aviation Act 1982;

“HAT” means highest astronomical tide;

“highway authority” means the local highway authority for the relevant area;

“onshore works” means Works Nos. 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7, 7L, 8A, 8B, 9 and 10A to 10J and any related associated development;

“stages” means one of the seven stages of the onshore works comprised in—

- (a) Work Nos. 3A, 4A and 5A;
- (b) Work Nos. 3B, 4B and 5B;
- (c) Work Nos. 6A, 8A and 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I and 10J;
- (d) Work Nos. 6B, 8B and 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I and 10J;
- (e) Work No. 7 and 7L;

(f) Work No. 9

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset TA1 2DN.

Time limits

2. The authorised development shall commence no later than the expiration of 7 years beginning with the date this Order comes into force or such longer period as the Secretary of State may hereafter direct in writing.

Detailed offshore design parameters

3. Foundation structures associated with wind turbine generators, offshore platforms and meteorological stations (but excluding mooring buoys) which are part of the authorised development shall have a cumulative total footprint on the seabed, including any scour protection employed, of no greater than 1.1169 km² within each Work No. (Work No. 1A and Work No. 1B).

4.—(1) Subject to paragraph (2), no wind turbine generator forming part of the authorised development shall—

- (a) exceed a height of 315 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a rotor diameter of 215 metres;
- (c) be less than a multiple of 6 times the rotor diameter from the nearest wind turbine generator in any direction being not less than 750 metres measured between turbines; and
- (d) have a distance of less than 26 metres between the lowest point of the rotating blade of the wind turbine generator and the level of the sea at HAT.

(2) The wind turbine generators comprised in either Work No. 1A or Work No. 1B shall be sized such that if they were installed to the maximum permitted gross generating capacity specified for those works the total rotor swept area for each Work No. would not exceed 4.35 km².

(3) Wind turbine generator foundation structures forming part of the authorised development shall be of one or more of the following foundation options: monopole, multileg or gravity base.

(4) Meteorological mast foundation structures forming part of the authorised development shall be of one or more of the following foundation options: monopole, multileg or gravity base or floating structure secured by chain and anchor.

(5) No wind turbine generator foundation structure employing a footing of driven piles forming part of the authorised development shall—

- (a) have more than 6 driven piles;
- (b) in the case of single pile structures have a pile diameter of greater than 12metres;
- (c) in the case of 2 or more pile structures have a pile diameter of greater than 3.5 metres.

(6) No meteorological mast foundation structure employing a footing of driven piles forming part of the authorised development shall-

- (a) have more than 4 driven piles;
- (b) in the case of single pile structures, have a pile diameter of greater than 10 metres;
- (c) in the case of 2 or more pile structures, have a pile diameter of greater than 3.5 metres.

(7) The foundations for wind turbine generators will be in accordance with the wave reflection coefficient values as set out at Table 3.6 within Chapter 5 and Appendix 5.B Dogger Bank Teesside A & Foundation Characterisation Study of the Environmental Statement.

(8) No wind turbine generator foundation will have a seabed footprint area of (including subsea/scour protection) more than 5,675 m².

(9) The foundations for wind turbine generators and meteorological stations will not exceed the dimensions set out below—

Foundation type	Maximum width of main supporting structure in metres	Maximum seabed footprint area per foundation (excluding scour protection) in m²
Wind turbine generator foundation	61	2,376
Meteorological station foundation	51.5	1,735

(10) The total seabed footprint area of subsea/scour protection for wind turbine generator foundations (excluding foundation footprint) (i.e. excluding meteorological stations) will not exceed 0.7554 km² within each work number (Work No. 1A and Work No. 1B).

(11) The total seabed footprint for wind turbine generators (including structure and scour) shall not exceed 1.0053 km².

(12) The volume of subsea/scour protection material for wind turbine generator foundations (i.e. excluding meteorological stations) within Work No. 1A and Work No. 1B will not exceed 1,084,897 m³ within each work number.

(13) References to the location of a wind turbine generator are references to the centroid point at the base of the turbine.

(14) No lattice tower forming part of a meteorological station shall exceed a height of 315 metres above HAT.

5.—(1) The total number of offshore platforms forming part of the authorised development shall not exceed 14 comprising of—

- (a) up to 8 offshore collector platform(s);
- (b) up to 2 offshore converter platform(s);
- (c) up to 4 offshore accommodation or helicopter platform(s);
- (d) or any of the platforms comprised in (1)(a) to (c) can be co-joined to create a combined platform fixed to the seabed by multileg or gravity base type foundation.

(2) The dimensions of any offshore collector platforms forming part of the authorised development (excluding towers, helicopter landing pads, masts and cranes) shall not exceed 75 metres in length, 75 metres in width and 85 metres in height.

(3) The dimensions of any offshore converter platform forming part of the authorised development (excluding towers, helicopter landing pads, masts and cranes) shall not exceed 125 metres in length, 100 metres in width and 105 metres in height.

(4) The dimensions of any offshore accommodation or helicopter platform(s) forming part of the authorised development (excluding towers, helicopter landing pads, masts and cranes) shall not exceed 125 metres in length, 100 metres in width and 105 metres in height.

(5) The dimensions of any combined platforms forming part of the authorised development (excluding towers, helicopter landing pads, masts and cranes) shall not exceed the total footprint of the individual platforms incorporated within it.

(6) Offshore platform foundation structures forming part of the authorised development shall be one or more of the following foundation options: gravity base or multileg.

(7) No offshore platform foundation structure employing a footing of driven piles forming part of the authorised development shall—

- (a) have more than 24 driven piles;
- (b) have a pile diameter of greater than 2.75 metres.

(8) No offshore platform foundation will have a seabed footprint area of (including subsea/scour protection) of more than 17,400 m².

(9) The foundations for offshore platforms will not exceed the dimensions set out below:

Foundation type	Offshore collector platform (multileg or gravity base foundation)	Offshore converter platform (multileg or gravity base foundation)	Offshore accommodation or helicopter platform (multileg or gravity base foundation)
Maximum seabed footprint area per foundation (excluding scour protection) in m²	5,625	12,500	12,500

6. —(1) The number of High Voltage Direct Current cables within Work Nos. 1A and 2A shall not exceed two. A fibre optic cable will also be included along with the High Voltage Direct Current cables within Works Nos. 1A, 2A and 3A. The total length of High Voltage Direct Current cables within Work Nos. 1A, 2A and 3A shall not exceed 573.2 km (excluding fibre optic cable);

(2) The number of High Voltage Direct Current cables within Work Nos. 1B and 2B shall not exceed two. The total length of High Voltage Direct Current cables within Work Nos. 1B, 2B and 3B shall not exceed 484.4 km (excluding fibre optic cable);

(3) The total export cable protection (excluding cable crossings) of High Voltage Direct Current cables within Work Nos. 1A and 2A will not exceed an area of 2.57 km² or a volume of 2,496,785 m³;

(4) The total export cable protection (excluding cable crossings) of High Voltage Direct Current cables within Work Nos. 1B and 2B will not exceed an area of 2.31 km² or a volume of 2,496,785 m³;

(5) The length of High Voltage Alternating Current cables comprising Work Nos. 1A and 2B shall not exceed an area of 2.31 km² or a volume of 2,242,473 m³;

(6) The length of High Voltage Alternating Current cables comprising Work No. 1A shall not exceed 1270 km;

(7) The length of High Voltage Alternating Current cables comprising Work No. 1B shall not exceed 1270 km;

(8) The total cable protection (excluding cable crossings) of High Voltage Alternating Current cables within Work Nos 1A shall not exceed an area of 2.003 km² or a volume of 1,362,442 m³;

(9) The total cable protection (excluding cable crossings) of High Voltage Alternating Current cables within Work Nos 1B shall not exceed an area of 2.003 km² or a volume of 1,362,442 m³.

Layout Rules

7.—(1) The positions of wind turbine generators and offshore platform(s) shall, so far as is practicable, be arrayed in accordance with parameters applicable to Work No.s 1A and 1B specified in requirement 4 and the principles within section 5.2 of Chapter 5 of the Environmental Statement.

(2) No construction of any wind turbine generator or offshore platform forming part of the authorised development shall commence until the MMO has approved their general layout arrangements.

(3) Unless otherwise agreed between the undertaker and the MMO, the construction of the wind turbine generators and offshore platforms shall be carried out as approved.

Aviation Lighting

8.—(1) The undertaker shall develop in consultation with the Civil Aviation Authority and Ministry of Defence the aviation lighting requirements for the lighting of wind turbine generators forming the boundaries of the authorised development.

(2) Paragraph (1) shall not apply to the illumination of any wind turbine generator in respect of which the Secretary of State following consultation with the Ministry of Defence shall have dispensed with such requirement or shall have specified alternative lighting requirements in writing.

Offshore Decommissioning

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

Offshore safety management

10.—(1) Offshore works shall not commence until the Secretary of State, in consultation with the MCA, has given written approval for an Emergency Response and Co-operation Plan (ERCoP) which includes full details of the ErCoP for the construction, operation and decommissioning phases of the authorised development in accordance with the MCA recommendations contained within MGN371 "Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues".

(2) The ErCoP must be implemented as approved, unless otherwise agreed in writing by the Secretary of State in consultation with the MCA.

(3) No authorised development seaward of MHWS shall commence until the Secretary of State, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and adequately addressed all MCA recommendations as appropriate to the authorised development contained within MGN371 "Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues" and its annexes.

Aids to navigation

11. The undertaker shall at or near the authorised development during the whole period of the construction, operation, alteration, replacement or decommissioning of the authorised development exhibit such lights, marks, sounds, signals and other aids to navigation and take such steps for the prevention of danger to navigation as Trinity House may from time to time direct.

12. The undertaker shall ensure that timely and efficient notices to mariners and other navigational warnings of the position and nature of the authorised development seaward of MHWS, are issued during and after the period of construction, alteration, replacement or decommissioning of the authorised development, such information to be promulgated to mariners in the shipping and fishing industry as well as to recreational mariners.

13. The undertaker shall notify Trinity House as soon as reasonably practicable of both the progress and completion of the authorised development seaward of MHWS and any aids for navigation established from time to time.

14. The undertaker shall provide reports on the availability of aids to navigation periodically as requested by Trinity House.

15. The undertaker shall notify the UK Hydrographic Office of the progress and completion of the authorised development seaward of MHWS.

Provision against danger to navigation

16. In case of injury to, or destruction or decay of, the authorised development seaward of MHWS or any part thereof the undertaker shall as soon as reasonably practicable notify Trinity House and shall lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as Trinity House may from time to time direct.

Stages of authorised development onshore

17. The onshore works shall not be commenced until a written scheme setting out all the stages of the onshore works has been submitted to and approved in writing by the relevant planning authority. The onshore works must be carried out in accordance with the approved scheme, unless agreed otherwise in writing by the relevant planning authority.

Detailed design approval onshore

18.—(1) Except where the onshore works are carried out in accordance with the plans (or relevant parts of the plans) listed in requirement 19, no stage of the onshore works shall commence until details of the layout, scale, levels and external appearance of same so far as they do not accord with the authorised plans, have been submitted to and approved in writing by the relevant planning authority. This shall include a section showing cable depths for Work No.s 4A and 5A and 4B and 5B. The onshore works must be carried out in accordance with the approved details, unless agreed otherwise in writing by the relevant planning authority.

(2) No building forming part of Work No. 7 shall exceed 20 metres in height above the floor level for that location, excluding lightning protection.

(3) The width of the corridor occupied by the grid connection comprising Works No.s 6A and 6B, and any related associated development, once constructed, shall not exceed 36 metres, save for any part of the works where drilling trenchless installation is proposed, which part(s) shall not exceed 100 metres.

(4) The width of the corridor occupied by the grid connection comprising Works No.s 8A and 8B and any related associated development once constructed shall not exceed 39 metres save for

any part of the works where drilling trenchless installation is proposed which part(s) shall not exceed 100 metres.

19.—(1) The onshore works shall be carried out in accordance with the approved plans submitted with the application and listed below, save in respect of any part of such plans which are indicative or expressly state that they do not show details for approval (unless otherwise agreed in writing by the relevant planning authority, is within the scope of the works assessed in the Environmental Statement and falls within the Order limits)—

- (a) Order limits plan (onshore) (application document reference 2.2);
- (b) Works plans (onshore) (application document reference 2.4.2);

(2) Where any alternative details are approved pursuant to this requirement, those details are deemed to be substituted for the corresponding approved details set out in this requirement.

Provision of landscaping

20. No stage of the onshore works shall commence until a written landscaping scheme and associated work programme in relation to each stage of the onshore works has been submitted to and approved in writing by the relevant planning authority. Each landscaping scheme must include details of all proposed hard and soft landscaping works, including—

- (a) location, number, species, size and planting density of any proposed planting, including any trees;
- (b) cultivation, importing of materials and other operations to ensure plant establishment;
- (c) proposed finished ground levels;
- (d) minor structures, such as furniture, refuse or other storage units, signs and lighting;
- (e) proposed and existing functional services above and below, ground, including drainage, power and communications cables and pipelines, manholes and supports;
- (f) details of existing trees to be retained, with measures for their protection during the construction period;
- (g) retained historic landscape features and proposals for restoration, where relevant; and
- (h) implementation timetables for all landscaping works.

Implementation and maintenance of landscaping

21.—(1) All landscaping works must be carried out in accordance with a landscaping scheme approved under requirement 20, unless otherwise agreed in writing by the relevant planning authority, and to a reasonable standard in accordance with the relevant recommendations of appropriate British Standards or other recognised codes of good practice.

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

Fencing and other means of enclosure

22.—(1) No stage of the onshore works shall commence until written details of all proposed permanent and temporary fences, walls or other means of enclosure for that stage have been submitted to and approved in writing by the relevant planning authority.

(2) All construction sites must remain securely fenced at all times during construction of the onshore works.

(3) Any temporary fencing must be removed on completion of the relevant work.

(4) Any approved permanent fencing in relation to Work No. 7 must be completed before the relevant work is brought into use.

Highway accesses

23.—(1) No stage of the onshore works shall commence until for that stage, written details of the siting, design, layout and any access management measures for any new permanent or temporary means of access to a highway to be used by vehicular traffic, or any alteration to an existing means of access to a highway used by vehicular traffic, has, after consultation with the highway authority, been submitted to and approved in writing by the relevant planning authority.

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

Surface and foul water drainage

24.—(1) No stage of the onshore works shall commence until written details of the surface and (if any) foul water drainage system (including means of pollution control) for that stage have, after consultation with the relevant sewerage and drainage authorities, been submitted to and approved in writing by the relevant planning authority.

(2) The surface and foul water drainage system must be constructed in accordance with the approved details unless agreed otherwise in writing by the relevant planning authority.

Archaeology

25.—(1) No stage of the onshore works shall commence until in relation to that stage a written scheme of archaeological investigation has been submitted to and approved in writing by the relevant planning authority.

(2) The scheme shall:

- (a) set out a pre-construction programme of archaeological evaluation which defines the extent of archaeological sites and the extent of archaeological ‘blank’ areas. The results of the evaluation will inform subsequent mitigation strategies;
- (b) set out the programme and methodology of site investigation and recording;
- (c) set out the programme for post investigation assessment;
- (d) provide for analysis of the site investigation and recording;
- (e) provide for publication and dissemination of the analysis and records of the site investigation; and
- (f) nominate a competent person or organisation to undertake the works set out within the written scheme of investigation.

(3) No stage of the onshore works shall commence until in relation to the relevant work the relevant site investigation has been completed as approved, and such completion has been approved in writing by the relevant planning authority.

(4) No stage of the onshore works shall be brought into commercial operation (excluding commissioning) until the site investigation and post investigation assessment have been completed in accordance with the programme in the approved scheme and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.

(5) The written scheme in relation to the relevant work shall be carried out as approved, unless otherwise agreed in writing with the relevant planning authority.

Code of Construction Practice (CoCP) and Construction Environmental Management Plan (CEMP)

26.—(1) No stage of the onshore works shall commence until a code of construction practice (CoCP) has been submitted to and approved by the relevant planning authority.

(2) The CoCP shall deal in particular with the following matters during construction of the onshore works—

- (a) construction noise and vibration management;
- (b) air quality including dust management;
- (c) sustainable waste management during construction;
- (d) traffic management and materials storage on site; and
- (e) water management (surface water and groundwater).

(3) Prior to the commencement of each stage of the onshore works a CEMP for that stage, drafted in accordance with the principles set out in the CoCP, shall be submitted to and approved by the relevant planning authority.

(4) All remediation, construction and commissioning works shall be undertaken in accordance with the CoCP and CEMP, or any variation or replacement thereof previously approved by the relevant planning authority, unless otherwise agreed by the relevant planning authority.

Construction hours

27.—(1) Construction work for the onshore works and any construction-related traffic movements to or from the site of the relevant work shall not take place other than between 0700 hours and 1900 hours Monday to Saturday, with no activity on Sundays or bank holidays, save—

- (a) where continuous periods of operation are required, such as concrete pouring and drilling;
- (b) for the delivery of abnormal loads to the onshore works, which may cause congestion on the local road network;
- (c) where works are being carried out on the foreshore;
- (d) where works are required to be carried out in an emergency; or
- (e) as otherwise agreed in writing with the relevant planning authority.

(2) All construction operations which are to be undertaken outside the hours specified in paragraph (1) shall be agreed with the relevant planning authority in writing in advance, and shall be carried out within the agreed times, unless otherwise agreed in writing with the relevant planning authority.

Control of noise during operational phase

28.—(1) The noise emanating from the operation of Work No. 7 (including transformers, cooling fans, switch gear and power lines) shall each or together not exceed operational noise levels of 42dB at any residential receptor or 46 dB at any non-residential receptor identified on the works plans and below—

- (a) Residential receptors
 - i. 7 Grange Estate;
 - ii. 10 Grange Estate;
 - iii. 20 Grange Estate; and
 - iv. Lazenby Grange Farmhouse.
- (b) Non-Residential receptors

- i. Wilton Complex Office Building
- ii. Wilton Golf Club; and
- iii. Wilton Primary School.

(2) Noise measurements shall be expressed as free field 5 minute L(A)_r values.

Control of artificial light emissions

29.—(1) No stage of the onshore works shall commence until a written scheme for the management and mitigation of artificial light emissions during the construction of the onshore works has been submitted to and approved in writing by the relevant planning authority.

(2) Works No. 7 shall not be brought into operation until a written scheme for the management and mitigation of artificial light emissions during the operation of Works No. 7 has been submitted to and approved in writing by the relevant planning authority.

(3) The approved scheme for the management and mitigation of artificial light emissions must be implemented and maintained during the operation of the onshore works, unless otherwise agreed in writing by the relevant planning authority.

Construction traffic routing and management plan

30.—(1) No stage of the onshore works shall commence until written details of a construction traffic management plan (CTMP) and Construction Travel Plan (CTP) to be used for the management of construction traffic has been submitted to and approved in writing by the relevant planning authority and the Highways Agency.

(2) The CTMP and CTP shall include details (including agreed routes) for abnormal indivisible loads (AIL) that will be delivered by road (or confirmation that no AILs will be required for construction of the authorised development). The details thereafter approved shall be adhered to at all times during the time when AILs are to be transported to or from the authorised development by road.

(3) Notices shall be erected and maintained throughout the period of construction at construction site exits, in accordance with the CTMP indicating to drivers the routes agreed by the relevant planning authority for traffic entering and leaving sites.

(4) Any drilling works that are to be undertaken under highways shall be carried out in accordance with Highway Agency's Design Manual for Roads and Bridges.

European protected species

31.—(1) No stage of the onshore works shall commence until final pre-construction survey work has been carried out to establish whether a European protected species is present on any of the land affected, or likely to be affected, by any part of the onshore works or in any of the trees to be lopped or felled as part of the onshore works.

(2) Where a European protected species is shown to be present, the stage of the onshore works likely to affect the species shall not begin until, after consultation with Natural England and the Secretary of State for the Environment, Food and Rural Affairs, a scheme of protection and mitigation measures has been submitted to and approved in writing by the relevant planning authority. The onshore works shall be carried out in accordance with the approved scheme, unless otherwise agreed in writing by the relevant planning authority.

(3) "European protected species" has the same meaning as in regulations 40 and 44 of the Conservation (Natural Habitats, &c.) Regulations 2010^(a).

Restoration of land used temporarily for construction

32. Any land landward of mean low water springs within the Order limits which is used temporarily for construction of the onshore works, and not ultimately incorporated in permanent works or approved landscaping, must be reinstated to its former condition, or such condition as the relevant planning authority may approve, within six months of completion of the onshore works, or such other period as the relevant planning authority may approve.

Interference with telecommunications

33. In the event that the operation of the onshore works gives rise to interference with telecommunications or television equipment at nearby residential properties, a scheme to rectify the situation in relation to the onshore works shall be submitted to the relevant planning authority for approval. The scheme shall be carried out in accordance with the approved details, unless otherwise agreed in writing by the relevant planning authority.

Onshore decommissioning

34. Upon the cessation of commercial operation of the onshore works (in whole or in part), a scheme for the demolition and removal of the onshore works (in whole or in part), and the final proposed condition of the relevant land, including a proposed timetable, shall be submitted to the relevant planning authority for approval. The proposed scheme shall be based on the onshore decommissioning statement submitted with the application. The scheme shall be carried out in accordance with the approved details, unless otherwise agreed in writing by the relevant planning authority.

Requirement for written approval

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

Amendments to approved details

36. With respect to any requirement which requires the authorised development to be carried out in accordance with the details approved by the relevant planning authority or another person, the approved details shall be taken to include any amendments that may subsequently be approved in writing by the relevant planning authority or that other person.

Restricted Work Area

37. No wind turbine generator or offshore platform forming part of the authorised development shall be constructed within the area hatched black and identified as a restricted work area on the offshore works plans.

(a) S.I. 2010/490.

SCHEDULE 2

Article 12

Streets subject to street works

Area	Street subject to street works
Redcar and Cleveland	Coast Road (A1085)
Redcar and Cleveland	National Cycle Network Route 1
Redcar and Cleveland	Green Lane
Redcar and Cleveland	Public Byway (116/19/1)
Redcar and Cleveland	Redcar Road
Redcar and Cleveland	Cat Flatt Lane
Redcar and Cleveland	Public footpath (129/29/1)
Redcar and Cleveland	Public footpath (129/30/1)
Redcar and Cleveland	A174
Redcar and Cleveland	Grewgrass Lane
Redcar and Cleveland	Grewgrass Lane (Stewardship bridleway)
Redcar and Cleveland	Fishponds Road (B1269)
Redcar and Cleveland	Public footpath (106/190/1)
Redcar and Cleveland	Greystone Road (A1053)
Redcar and Cleveland	Public footpath (102/193/2)
Redcar and Cleveland	Public footpath (102/54/1)
Redcar and Cleveland	Public footpath (102/194/1)
Redcar and Cleveland	Coast Road (A1085)
Redcar and Cleveland	National Cycle Network Route 1
Redcar and Cleveland	Green Lane
Redcar and Cleveland	Public Byway (116/19/1)
Redcar and Cleveland	Redcar Road
Redcar and Cleveland	Cat Flatt Lane
Redcar and Cleveland	Public footpath (129/29/1)

SCHEDULE 3

Article 13

Streets to be temporarily stopped up

Area	Streets to be temporarily stopped up
Redcar and Cleveland	Cat Flatt Lane
Redcar and Cleveland	Public footpath (129/29/1)
Redcar and Cleveland	Public footpath (129/30/1)

SCHEDULE 4

Article 14

Access to works

Area	Access to works
Redcar and Cleveland	Coast Road (A1085)
Redcar and Cleveland	Redcar Road
Redcar and Cleveland	A174
Redcar and Cleveland	Grewgrass Lane
Redcar and Cleveland	Fishponds Road (B1269)
Redcar and Cleveland	Junction off A174 and Kirkleatham Lane (A1042)
Redcar and Cleveland	Slip Road off A174
Redcar and Cleveland	High Street (B1380)

SCHEDULE 5

Article 23

Land in which only new rights etc. may be acquired

(1) Plot Reference Number shown on Land Plans	(2) Purpose for which rights over land may be acquired
PART 1 - acquisition of new rights	
1, 2B, 3B, 12B, 12C, 13B, 13D, 17B, 18, 19B, 21B, 25B, 26B, 29B, 32B, 33B (part), 36B, 41B, 43B, 44B, 46B, 49B, 52B	New right for the installation, inspection, maintenance, renewal, repair, replacement and use of 2 export cables for the transmission of high voltage direct current electricity, together with fibre optic cable for the transmission of electronic communications for the benefit of Bizco 3
24B	New right for the installation, inspection, maintenance, renewal, repair and replacement of 2 export cables for the transmission of high voltage

(1) Plot Reference Number shown on Land Plans	(2) Purpose for which rights over land may be acquired
	direct current electricity, together with fibre optic cable for the transmission of electronic communications for the benefit of Bizco 3
60B, 62B, 63B	New right for the installation, inspection, maintenance, renewal, repair, replacement and use of up to 3 export cables for the transmission of high voltage alternating current electricity, together with fibre optic cable for the transmission of electronic communications for the benefit of Bizco 3
2A, 3A, 4 (part), 12A, 13A, 13C, 17A, 19A, 21A, 25A, 26A, 29A, 32A, 33A (part), 36A, 41A, 43A, 44A, 46A, 49A, 52C	New right for the installation, inspection, maintenance, renewal, repair, replacement and use of 2 export cables for the transmission of high voltage direct current electricity, together with fibre optic cable for the transmission of electronic communications for the benefit of Bizco 2
24C	New right for the installation, inspection, maintenance, renewal, repair and replacement of 2 export cables for the transmission of high voltage direct current electricity, together with fibre optic cable for the transmission of electronic communications for the benefit of Bizco 2
60A, 62A, 63A, 68	New right for the installation, inspection, maintenance, renewal, repair, replacement and use of up to 3 export cables for the transmission of high voltage alternating current electricity, together with fibre optic cable for the transmission of electronic communications for the benefit of Bizco 2
10, 11, 14, 15, 16, 24A, 28, 31, 35, 38, 39, 48, 50, 52A, 53, 54	New right for the installation, inspection, maintenance, renewal, repair and replacement of 2 export cables for the transmission of high voltage direct current electricity, together with fibre optic cable for the transmission of electronic communications for the benefit of Bizco 2 and Bizco 3
56	New right for the installation, inspection, maintenance, renewal, repair and replacement of landscaping for the benefit of Bizco 2 and Bizco 3
69, 70, 71, 72, 73	New right for the construction of new connection bays within the National Grid substation containing isolation switchgear and electrical equipment for the connection of the export cable to the transmission network for the benefit of Bizco 2 and Bizco 3
59, 64, 65, 66, 74, 75, 76, 77, 78	New right for: 1) the construction, inspection, maintenance, renewal, repair and replacement of the new connection bays within the National Grid

(1) Plot Reference Number shown on Land Plans	(2) Purpose for which rights over land may be acquired
	substation; and 2) the installation, inspection, maintenance, renewal, repair and replacement for up to 3 export cables for the transmission of high voltage alternating current electricity, together with fibre optic cable for the transmission of electronic communications in each case for the benefit of Bizco 2 and Bizco 3
PART 2 - acquisition of new rights (Bizco 2 may with the consent of Bizco 3 exercise a power to acquire rights conferred by paragraph (1) over that land)	
9D, 13B, 30C, 40C, 49B	New right for the installation, inspection, maintenance, renewal, repair and replacement of 2 export cables for the transmission of high voltage direct current electricity, together with fibre optic cable for the transmission of electronic communications for the benefit of Bizco 2
67E	New right for: 1) the construction, inspection, maintenance, renewal, repair and replacement of the new connection bays within the National Grid substation; and 2) the installation, inspection, maintenance, renewal, repair and replacement for up to 3 export cables for the transmission of high voltage alternating current electricity, together with fibre optic cable for the transmission of electronic communications in each case for the benefit of Bizco 2
PART 3 - acquisition of new rights (Bizco 3 may with the consent of Bizco 2 exercise a power to acquire rights conferred by paragraph (1) over that land)	
9C, 13A, 23C, 27C, 34C, 49A	New right for the installation, inspection, maintenance, renewal, repair and replacement of 2 export cables for the transmission of high voltage direct current electricity, together with fibre optic cable for the transmission of electronic communications for the benefit of Bizco 3
58E, 58G, 67C	New right for: 1) the construction, inspection, maintenance, renewal, repair and replacement of the new connection bays within the National Grid substation; and 2) the installation, inspection, maintenance, renewal, repair and replacement for up to 3 export cables for the transmission of high voltage alternating current electricity, together with fibre optic cable for

(1) Plot Reference Number shown on Land Plans	(2) Purpose for which rights over land may be acquired
	the transmission of electronic communications in each case for the benefit of Bizco 3
58C	New right for the installation, inspection, maintenance, renewal, repair, and replacement of landscaping for the benefit of Bizco 3

SCHEDULE 6

Article 28

Land of which temporary possession may be taken

(1) Location	(2) Plot Reference Number(s) shown on Land Plans	(3) Purpose for which temporary possession may be taken	(4) Relevant part of the authorised development
Land Plans - Sheet 2			
In the administrative area of Redcar and Cleveland Borough Council	79	Work site and access	Work No.6A
In the administrative area of Redcar and Cleveland Borough Council	80	Work site and access	Work No.6B
In the administrative area of Redcar and Cleveland Borough Council	81	Work site and access	Work No.6A
In the administrative area of Redcar	82	Work site and access	Work No.6B

and Cleveland Borough Council			
Land Plans - Sheet 4			
In the administrative area of Redcar and Cleveland Borough Council	84	Work site and access	Work No.6A
In the administrative area of Redcar and Cleveland Borough Council	83	Work site and access	Work No.6B
In the administrative area of Redcar and Cleveland Borough Council	85	Work site and access	Work No.6A and 6B
Land Plans - Sheet 6			
In the administrative area of Redcar and Cleveland Borough Council	86	Work site and access	Work No.8A
In the administrative area of Redcar and Cleveland Borough Council	87	Work site and access	Work No.8B

SCHEDULE 7

Article 38

Deemed licences under The Marine and Coastal Access Act 2009

PART 1A

Licensed Marine Activities – Marine Licence 1: Project A array area (generation)

Interpretation

1.—(1) In this licence—

“the 1990 Act” means the Town and Country Planning Act 1990;

“the 2008 Act” means the Planning Act 2008;

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

“Annex 1 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);

“authorised scheme” means Work No. 1A and 2T described in paragraph 2 of this licence or any part or phase of those works;

“Bizco 2” means Doggerbank Project 2 Bizco Limited (Company number 07791977) whose registered office is 55 Vastern Road, Reading, Berkshire RG1 8BU;

“cable protection” means the measures to protect cables from physical damage and exposure due to loss of seabed sediment, including, but not limited to, the use of bagged solutions filled with grout or other materials, protective aprons or coverings, mattresses, flow energy dissipation devices or rock and gravel dumping;

“cable crossings” means the crossing of existing sub-sea cables and pipelines by the inter-array, interconnecting and/or export cables authorised by this Order together with physical protection measures including cable protection;

“combined platform” means a single offshore platform combining two or more of the following—

- (a) an offshore collector platform;
- (b) an offshore converter platform;
- (c) an offshore accommodation or helicopter platform;

“commence” means beginning to carry out the activities authorised by the deemed marine licenses at Schedule 7 (Deemed licences under The Marine and Coastal Access Act 2009) other than the pre-construction surveys or monitoring;

“condition” means a condition in Part 1B of this licence;

“enforcement officer” means a person authorised to carry out enforcement duties under 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 this Order and submitted with the application together with any supplementary or further environmental information submitted in support of the application;

“gravity base foundation” means a foundation type which rests on the seabed and supports the wind turbine generator, meteorological station or offshore platform primarily due to its own

weight and that of added ballast, with or without skirts or other additional fixings, which may include associated equipment including J-tubes and access platforms and separate topside connection structures or an integrated transition piece. Sub types for wind turbines and meteorological stations include conical gravity base and flat-based gravity base. Sub types for platforms include: offshore platform conical or flat-base gravity base foundations, and offshore platform semi-submersible gravity base foundations;

“HAT” means highest astronomical tide;

“JNCC” means the Joint Nature Conservation Committee;

“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 1A of this licence;

“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;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the average of high water heights occurring at the time of the spring tides;

“meteorological mast” or “meteorological station” means a fixed or floating structure housing or incorporating equipment to measure wind speed and other meteorological and oceanographic characteristics, including a topside which may house electrical switchgear and communication equipment and associated equipment, and marking and lighting;

“monopole foundation” means foundation options based around a single vertical pillar structure driven, drilled, or embedded into the seabed by means such as suction and/or gravity. This main support structure may change in diameter via tapers or abrupt steps. Sub types for wind turbine generators include: monopole with steel monopile footing, monopole with concrete monopile footing, and monopole with a single suction-installed bucket footing;

“multileg foundation” means foundation options based around structures with several legs or footings. This includes jackets, tripods, and other structures which include multiple large tubulars, cross-bracing, or lattices. Multileg foundations may be fixed to the seabed by footings which are driven, drilled, screwed, jacked-up, or embedded into the seabed by means such as suction and/or gravity;

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

“offshore accommodation or helicopter platform” means a platform (either singly or as part of a combined platform) housing or incorporating some or all of the following: accommodation for staff during the construction, operation and decommissioning of the offshore works, landing facilities for vessels and helicopters, re-fuelling facilities, communication and control systems, electrical systems such as metering and control systems, small and large scale electrical power systems, J-tubes, auxiliary and uninterruptible power supplies, large scale energy storage systems, standby electricity generation equipment, cranes, storage for waste and consumables including fuel, marking and lighting and other associated equipment and facilities;

“offshore collector platform” means a platform (either singly or as part of a combined platform) housing or incorporating electrical switchgear and/or electrical transformers, electrical systems such as metering and control systems, J-tubes, landing facilities for vessels and helicopters, re-fuelling facilities, accommodation for staff during the construction, operation and decommissioning of the offshore works, communication and control systems, auxiliary and uninterruptible power supplies, large scale energy storage systems, standby electricity generation equipment, cranes, storage for waste and consumables including fuel, marking and lighting and other associated equipment and facilities;

“offshore converter platform” means a platform (either singly or as part of a combined platform) housing or incorporating high voltage direct current electrical switchgear and/or electrical transformers and other equipment to enable High Voltage Direct Current transmission to be used to convey the power output of the multiple wind turbine generators to shore including electrical systems such as metering and control systems, J-tubes, landing facilities for vessels and helicopters, re-fuelling facilities, accommodation for staff during the construction, operation and decommissioning of the offshore works, communication and control systems, auxiliary and uninterruptible power supplies, large scale energy storage systems, standby electricity generation equipment, cranes, storage for waste and consumables including fuel, marking and lighting and other associated equipment and facilities;

“offshore platform” means any of the following—

- (d) an offshore accommodation platform;
- (e) an offshore collector platform;
- (f) an offshore converter platform; or
- (g) a combined platform

“the Order” means the Dogger Bank (Teesside A and B) Offshore Wind Farm Order 201X;

“the Order limits” means the limits shown on the Order limits plan;

“the Order limits plan” means the plans certified as the Order limits and grid coordinates plan by the Secretary of State for the purposes of the Order;

“scour protection” means protection against foundation scour and subsea damage, for example from trawling, through reinforcement measures and measures to prevent loss of seabed sediment around foundation bases. These measures include protective aprons, mattresses, flow energy dissipation devices and rock and gravel burial;

“undertaker” means Bizco 2, or any other person who has the benefit of this Order in accordance with section 156 of the 2008 Act for such time as that section applies to that person;

“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

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

(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 coordinates shall be taken to be latitude and longitude decimal degrees to six decimal places. The datum system used is WGS84.

(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 – Northern Marine Area
MMO Coastal Office

Neville House
Central Riverside
Bell Street
North Shields
Tyne and Wear
NE30 1LJ
Email: northshields@marinemanagement.org.uk
Tel: 0191 257 4520

(b) Trinity House
Tower Hill
London
EC3N 4DH
Tel: 020 7481 6900;

(c) The United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900;

(d) Marine and Coastguard Agency
Navigation Safety Branch
Bay 2/04
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 023 8032 9191;

(e) Centre for Environment, Fisheries and Aquaculture Science
Pakefield Road
Lowestoft
Suffolk
NR33 0HT
Tel: 01502 562 244

(f) Natural England
Hercules House

Hercules Road
Lambeth
London
SW1 7DU
Tel: 0300 060 4911;

(g) JNCC
Inverdee House
Baxter Street
Aberdeen
AB11 9QA
Tel: 01224 266 550;

(h) English Heritage
Eastgate Court
195-205 High Street
Guildford
GU1 3EH
Tel: 01483 252 057;

(5) For information only, the details of the local MMO office to the authorised scheme is—

Marine Management Organisation – Northern Marine Area
MMO Coastal Office
Neville House
Central Riverside
Bell Street
North Shields
Tyne and Wear
NE30 1LJ
Email: northshields@marinemangement.org.uk
Tel: 0191 257 4520

Details of licensed marine activities

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

- (a) the deposit at sea of the substances and articles specified in paragraph (3) below;
- (b) the construction of works in or over the sea and/or on or under the sea bed including the removal, reconstruction or alteration of the position of subsea cables and pipelines; and
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation.

(2) Such activities are authorised in relation to the construction and operation of:

Work No. 1A—

- (a) an offshore wind turbine generating station with a gross electrical output capacity of up to 1.2 gigawatts comprising up to 200 wind turbine generators each fixed to the seabed by monopole, multileg or gravity base type foundation situated within the coordinates of the array areas specified in the following tables, and further comprising works (b) to (e) below;

Coordinates for the array areas

Point	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)
31	55.11790	2.57524
32	55.11860	3.09890
33	55.10690	3.09409
34	55.09071	3.08744
35	55.07452	3.08080
36	55.05832	3.07416
37	55.04213	3.06752
38	55.02594	3.06090
39	55.00974	3.05427
40	54.99487	3.04820
41	54.97803	3.04132
42	54.97735	3.04104
43	54.96115	3.03444
44	54.95485	3.03187
45	54.95510	3.01393
46	54.95556	2.97851
47	54.95562	2.97450
50	54.96011	2.57690

- (b) a maximum of 7 offshore platforms comprising the following:
- (i) up to 4 offshore collector platform(s) situated within the array areas specified in the table in Work No. 1A(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (ii) an offshore converter platform situated within the array areas specified in the tables in Work No. 1A(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (iii) up to 2 offshore accommodation or helicopter platform(s) situated within the array areas specified in the tables in Work No. 1A(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (iv) or any of the platforms comprised in works (b)(i) to (b)(iii) can be co-joined to create a combined platform fixed to the seabed by multileg or gravity base type foundation;

- (c) up to 5 meteorological station(s) situated within the array areas specified in the tables in Work No. 1A(a) fixed to the seabed by monopole, multileg or gravity base type foundation or floating structure secured by chain and anchor;
- (d) A network of cables for the transmission of electricity and electronic communications laid on or beneath the seabed and including cable crossings between—
 - (i) any of the wind turbine generators comprising Work No. 1A(a);
 - (ii) any of the wind turbine generators comprising Work No. 1A(a) and Work Nos. 1A(b) and (c); and
 - (iii) any of the works comprising Work Nos. 1A(b) and (c)
 - (iv) the offshore converter platform or the combined platform and the export cable route in Work No. 2A;
- (e) up to 10 vessel mooring(s) situated within the array areas specified in the tables in Work No. 1A(a) consisting of a single floating buoy fixed to the seabed by one or more anchors;

Work No. 2T – a temporary work area for vessels to carry out intrusive activities during construction, including vessels requiring anchor spreads alongside the cable corridors.

- (3) The substances or articles authorised for deposit at sea are—
 - (a) iron/steel/aluminium;
 - (b) stone and rock;
 - (c) concrete/grout;
 - (d) sand and gravel;
 - (e) plastic/synthetic;
 - (f) material extracted from within the offshore Order limits during construction drilling and seabed preparation for foundation works and cable sandwave preparation works; and
 - (g) marine coatings, other chemicals and timber.

(4) Subject to the licence conditions, this licence authorises the disposal of up to 968,789m³ of material of natural origin within Work No 1A produced during construction drilling and seabed preparation for foundation works and cable sandwave preparation works.

(5) The undertaker shall inform the MMO of the location and quantities of material disposed of each month under the Order, by submission of a disposal return by 31 January each year for the months August to January inclusive, and by 31 July each year for the months February to July inclusive;

and in connection with such Work Nos 1A and 2T, works comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development;
- (b) temporary or permanent buoys, beacons, fenders and other navigational warning or ship impact protection works;
- (c) temporary works for the protection of land or structures affected by the authorised development;
- (d) scour protection or dredging;
- (e) cable route preparation works including boulder removal and obstruction clearance, dredging and pre-sweeping; and
- (f) the removal, reconstruction or alteration of the position of subsea cables and pipelines.

PART 1B

Conditions

Detailed offshore design parameters

3.—(1) Subject to paragraph (2), no wind turbine generator forming part of the authorised development shall—

- (a) exceed a height of 315 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a rotor diameter of 215 metres;
- (c) be less than a multiple of 6 times the rotor diameter from the nearest wind turbine generator in any direction being not less than 750 metres measured between turbines ;
and
- (d) have a distance of less than 26 metres between the lowest point of the rotating blade of the wind turbine and the level of the sea at HAT.

(2) The wind turbine generators comprised in Work No. 1A shall be sized such that if they were installed to the maximum permitted gross generating capacity specified for those works the total rotor swept area would not exceed 4.35 km².

(3) Wind turbine and meteorological mast foundation structures forming part of the authorised development shall be of one or more of the following foundation options: monopole, multileg or gravity base or floating structure secured by chain and anchor.

(4) Meteorological mast foundation structures forming part of the authorised development shall be of one or more of the following foundation options: monopole, multileg or gravity base or floating structure secured by chain and anchor.

(5) No wind turbine or meteorological mast foundation structure employing a footing of driven piles forming part of the authorised development shall—

- (a) have more than 6 driven piles;
- (b) in the case of single pile structures have a pile diameter of greater than 12 metres;
- (c) in the case of 2 or more pile structures have a pile diameter of greater than 3.5 metres.

(6) No meteorological mast foundation structure employing a footing of driven piles forming part of the authorised development shall-

- (a) have more than 4 driven piles;
- (b) in the case of single pile structures, have a pile diameter of greater than 10 metres;
- (c) in the case of 2 or more pile structures, have a pile diameter of greater than 3.5 metres.

(7) The foundations for wind turbine generators will be in accordance with the wave reflection coefficient values as set out at Table 3.6 within Chapter 5 and Appendix 5.B Dogger Bank Teesside A & B Foundation Characterisation Study of the Environmental Statement.

(8) No wind turbine foundation will have a seabed footprint area of (including subsea/scour protection) more than 5,675 m².

(9) The foundations for wind turbine generators and meteorological stations will not exceed the dimensions set out below—

Foundation type	Maximum width of main supporting structure in metres	Maximum seabed footprint area per foundation (excluding scour protection) in m²
Wind turbine generator foundation	61	2,376
Meteorological station foundation	51.5	1,735

(10) The total seabed footprint area of subsea/scour protection for wind turbine foundations (excluding foundation footprint) will not exceed 0.7554km² within Work No. 1A.

(11) The total seabed footprint for wind turbine generators (including structure and scour) shall not exceed 1.005km².

(12) The volume of subsea/scour protection material for wind turbine foundations (i.e. Excluding meteorological stations) within Work No. 1A will not exceed 1,030,861 m³.

(13) References to the location of a wind turbine generator are references to the centroid point at the base of the turbine.

(14) No lattice tower forming part of a meteorological station shall exceed a height of 315 metres above HAT.

4.—(1) The total number of offshore platforms forming part of the authorised development shall not exceed 7 comprising of—

- (a) up to 4 offshore collector platform(s);
- (b) up to 1 offshore converter platform(s);
- (c) up to 2 offshore accommodation or helicopter platform(s);
- (d) or any of the platforms comprised in (1)(a) to (c) can be co-joined to create a combined platform fixed to the seabed by multileg or gravity base type foundation.

(2) The dimensions of any offshore collector platforms forming part of the authorised development (excluding towers, helicopter landing pads, masts and cranes) shall not exceed 75 metres in length, 75 metres in width and 85 metres in height.

(3) The dimensions of any offshore converter platform forming part of the authorised development (excluding towers, helicopter landing pads, masts and cranes) shall not exceed 125 metres in length, 100 metres in width and 105 metres in height.

(4) The dimensions of any offshore accommodation or helicopter platform(s) forming part of the authorised development (excluding towers, helicopter landing pads, masts and cranes) shall not exceed 125 metres in length, 100 metres in width and 105 metres in height.

(5) The dimensions of any combined platforms forming part of the authorised development (excluding towers, helicopter landing pads, masts and cranes) shall not exceed the total footprint of the individual platforms incorporated within it.

(6) Offshore platform foundation structures forming part of the authorised development shall be one or more of the following foundation options: gravity base or multileg.

(7) No offshore platform foundation structure employing a footing of driven piles forming part of the authorised development shall—

- (a) have more than 24 driven piles;
- (b) have a pile diameter of greater than 2.75 metres.

(8) No offshore platform foundation will have a seabed footprint area of (including subsea/scour protection) of more than 17,400 m².

(9) The foundations for offshore platforms will not exceed the dimensions set out below:

Foundation type	Offshore collector platform (multileg or gravity base foundation)	Offshore converter platform (multileg or gravity base foundation)	Offshore accommodation or helicopter platform (multileg or gravity base foundation)
Maximum seabed footprint area per foundation (excluding scour protection) in m²	5,625	12,500	12,500

Layout Rules

5.—(1) The positions of wind turbine generators and offshore platform(s) shall, so far as is practicable, be arrayed in accordance with parameters applicable to Work No. 1A specified in condition 3 and the principles within section 5.2 of Chapter 5 of the Environmental Statement.

(2) No construction of any wind turbine generator or offshore platform forming part of the authorised scheme shall commence until the MMO has approved their general layout arrangements.

(3) Unless otherwise agreed between the undertaker and the MMO, the construction of the wind turbine generators and offshore platforms shall be carried out as approved.

Notifications and inspections

6.—(1) The undertaker shall ensure that:

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
 - (i) all agents and contractors notified to the MMO in accordance with condition 11; and
 - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 11;
- (b) within 28 days of receipt of a copy of this licence those persons referred to at paragraph (a) above shall provide a completed confirmation form to the MMO confirming that they have read and will comply with the terms of the conditions of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 11 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 undertaker's registered address;
- (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit 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 authorised enforcement officer at all reasonable times at the locations set out in paragraph 3(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The undertaker must inform the MMO Marine Licensing Team and the MMO Coastal Office in writing at least five working days prior to the commencement of the licensed activities or any phase of them.
- (7) At least seven days prior to the commencement of the licensed activities or any phase of them the undertaker must publish in the Kingfisher Fortnightly Bulletin details of the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant phase.
- (8) The undertaker shall ensure that a notice to mariners is issued at least ten working days prior to the commencement of the licensed activities or any phase of them advising of the start date of Work No. 1A (wind turbine generation station, offshore platforms or other offshore construction activities) and the expected vessel routes from the local construction ports to the relevant locations.
- (9) The undertaker shall ensure that the notices to mariners are updated and reissued at weekly intervals during construction activities and within five days of any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the Maritime and Coastguard Agency in accordance with the construction programme approved under condition 9(1)(b). Copies of all notices shall be provided to the MMO.
- (10) The undertaker must notify—
 - (a) the Hydrographic Office two weeks prior to the commencement and 2 weeks following completion of the authorised scheme in order that all necessary amendments to nautical charts are made; and
 - (b) the MMO, MCA and Trinity House once the authorised scheme is completed and any required lighting or marking has been established.

Chemicals, drilling and debris

- 7.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme, including any chemical agents placed within any monopile or other foundation structure void, 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 undertaker shall ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive or the Environment Agency Pollution Prevention Guidelines.
- (3) The undertaker shall ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment and that concrete and cement mixing and washing areas are contained to prevent run off entering the water through the freeing ports.
- (4) The undertaker shall ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO marine pollution response team.
- (5) 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% of the total volume of all reservoirs and containers.

(6) 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 may also require a marine licence.

(7) The undertaker shall ensure that unless agreed otherwise in writing with the MMO any debris arising from the construction of the authorised scheme or temporary works placed below MHWS are removed on completion of the authorised scheme.

(8) At least ten days prior to the commencement of the licensed activities the undertaker must submit to the MMO an audit sheet covering all aspects of the construction of the licenced activities or any phase of them. The audit sheet shall include details of—

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

(9) The audit sheet shall be maintained throughout the construction of the authorised scheme (or relevant phase) and shall be reviewed by the MMO at regular intervals. Any changes must be notified immediately in writing to the MMO which must give written approval prior to any change being implemented.

(10) 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 undertaker to carry out a side scan sonar survey to plot all obstructions across the relevant area(s) within the offshore Order limits where construction works and related activities have been carried out. Local fishermen shall be invited to send a representative to be present during the survey. Any obstructions that the MMO believes to be associated with the authorised scheme shall be removed at the undertaker's expense.

Force majeure

8. If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits outside of the Order limits because the safety of human life and/or of the vessel is threatened:

- (a) within 48 hours full details of the circumstances of the deposit shall be notified to the MMO;
- (b) the unauthorised deposits shall be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

9.—(1) The licensed activities or any phase of those 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) a plan to be agreed in consultation with Trinity House and MCA which shows—
 - (i) the proposed location and choice of foundation of all wind turbine generators, offshore platforms and meteorological stations;
 - (ii) the dimensions of all monopole, multileg and gravity base foundations, if used.

to ensure conformity with the description of Works No. 1A and compliance with conditions 3-5 above;

- (b) a detailed 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 conditions 13, 14 and 15. The preconstruction survey programme and all pre-construction survey methodologies shall be submitted to the MMO for written approval at least four months prior to the commencement of any survey works detailed within;
- (c) a construction method statement in accordance with the construction methods assessed in the Environmental Statement and including details of—
 - (i) drilling methods and disposal of drill arisings;
 - (ii) turbine, meteorological mast and platform location and installation, including scour protection;
 - (iii) cable installation;
 - (iv) contractors;
 - (v) vessels; and
 - (vi) associated works;
- (d) 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;
 - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
 - (iii) waste management and disposal arrangements; and
 - (iv) the fisheries liaison officer appointed by the undertaker to be notified to the District Marine Officer for the MMO's Northern District. Evidence of liaison should be collated so that signatures of attendance at meetings, agenda and minutes of meetings with the fishing industry can be provided to the MMO if required;
- (e) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol to be agreed in writing with the MMO in consultation with JNCC;
- (f) a cable specification and installation plan, to include—
 - (i) technical specification of offshore cables, 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 staged cable laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques; and
 - (iii) a scour protection management and cable protection plan providing details of the need, type, sources, quality and installation methods for scour protection and cable protection;
- (g) a written scheme of archaeological investigation in relation to the Order limits in accordance with Chapter 18 of the Environmental Statement, industry good practice and in consultation with English Heritage to include—
 - (i) details of responsibilities of the undertaker, 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, and timetable, which is to be submitted to the MMO within three months of any survey being completed;
- (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 including ensuring that a copy of any agreed archaeological report is deposited with the National Monuments Record by submitting an English Heritage OASIS form with a digital copy of the report; and
- (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme.

10.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 9 shall be submitted for approval at least four months prior to the intended start of construction, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The licensed activities shall be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 9, unless otherwise agreed in writing by the MMO.

Reporting of engaged agents, contractors and vessels

11.—(1) The undertaker shall provide the name and function of any agent or contractor appointed to engage in the licensed activities to the MMO at least two weeks prior to the intended start of construction.

(2) Each week during the construction of the authorised scheme a completed Hydrographic Note H102 shall be provided to the MMO listing the vessels currently and to be used in relation to the licensed activities.

(3) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

Equipment and operation of vessels engaged in licensed activities

12.—(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 (save in the case of remotely operated vehicles or vessels) shall comply with paragraphs (2) to (7) below.

(2) All motor powered vessels must be fitted with:

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

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

(4) All vessels shall exhibit signals in accordance with the requirements of the International Regulations for the Prevention of Collisions at Sea.

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

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

Pre-construction monitoring

13.—(1) The undertaker shall, in discharging condition 9(1)(b), submit details for written approval by the MMO of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report. 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 post-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement. 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 undertaker of specific proposals pursuant to this condition, where appropriate and necessary it is expected that the pre-construction surveys will comprise—

- (a) an appropriate survey to determine the location and reasonable extent of any benthic habitats of conservation, ecological and/or economic importance (including Annex 1 habitats) Annex 1 Habitat in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works;
- (b) one high resolution bathymetry and side-scan survey of the area(s) within the Order limits in which it is proposed to carry out construction works, including a 500m buffer area around the site of each works. This should include the identification of sites of historic or archaeological interest (A1 and A3 receptors) and any unidentified anomalies larger than 5m in diameter (A2 receptors), which may require the refinement, removal or introduction of archaeological exclusion zones and to confirm project specific micro-siting requirements (for A2 receptors);
- (c) one survey of existing ornithological activity inside the area(s) within the Order limits in which it is proposed to carry out construction works, and any wider area(s) where appropriate, which is required to validate predictions in the Environmental Statement concerning key ornithological interests of relevance to the authorised scheme;
- (d) one survey of fish species of particular relevance to the authorised scheme within the Order limits in which it is proposed to carry out construction works, and any wider area(s) where appropriate which is required to validate predictions in the Environmental Statement.

(3) The undertaker shall carry out and complete the surveys to be undertaken under paragraph (1) in a timescale which shall be agreed with the MMO but shall not delay in anyway the commencement of any licenced activity.

Construction monitoring

14. The undertaker shall, in discharging condition 9(1)(b), submit details for approval by the MMO of any proposed surveys or monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The details of the construction monitoring shall be submitted at least four months prior to the commencement of any survey works and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO. The survey proposals shall specify each survey's objectives. In any event, such monitoring shall, where driven or part-driven pile foundations are proposed to be used, include measurements of noise generated by the installation of the first four monopile foundations, following which the MMO will determine whether further noise monitoring is required. The results of the initial noise measurements shall be provided to the MMO within six weeks of the installation of the first relevant monopile foundation piece. The assessment of this report by the MMO shall determine whether any further noise monitoring is required.

Post construction surveys

15.—(1) The undertaker shall, in discharging condition 9(1)(b), submit details for written approval by the MMO of the four post-construction surveys proposed in paragraph (2), including methodologies and timings, and a proposed format, content and timings for providing reports on the results at least 4 months prior to the commencement of any survey works detailed within. 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—

- (a) appropriate surveys of ornithological activity inside the area(s) within the Order limits in which construction works were carried out, and any wider area(s) where appropriate, which is required to validate predictions in the Environmental Statement concerning key ornithological interests of relevance to the authorised scheme;
- (b) one high resolution bathymetric survey per annum around a sample of adjacent turbines to a distance of three turbine spacings to assess any changes in seabed topography;
- (c) one survey of fish species of particular relevance to the authorised scheme within the Order limits in which construction works were carried out, and any wider area(s) where appropriate; and
- (d) dependent on the outcome of the survey undertaken in condition 13(2)(a) above, a survey to determine the effects of construction activity on any benthic Annex 1 Habitat in whole or in part inside the area(s) within the Order limits to validate predictions made in the Environmental Statement.

(3) The undertaker shall carry out the surveys under paragraph (1) within a period of 3 years from the completion of construction and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO.

16. Four months following the completion of construction, a post-construction maintenance plan will be submitted to the MMO, based upon the maintenance assessed within the Environmental Statement.

PART 2A

Licensed Marine Activities – Marine Licence 2: Project B array area (generation)

Interpretation

1.—(1) In this licence—

“the 1990 Act” means the Town and Country Planning Act 1990;

“the 2008 Act” means the Planning Act 2008;

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

“Annex 1 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);

“authorised scheme” means Work No. 1B and 2T described in paragraph 2 of this licence or any part or phase of those works;

“Bizco 3” means Doggerbank Project 3 Bizco Limited (Company number 07791964) whose registered office is 55 Vastern Road, Reading, Berkshire RG1 8BU;

“cable protection” means the measures to protect cables from physical damage and exposure due to loss of seabed sediment, including, but not limited to, the use of bagged solutions filled with grout or other materials, protective aprons or coverings, mattresses, flow energy dissipation devices or rock and gravel dumping;

“cable crossings” means the crossing of existing sub-sea cables and pipelines by the inter-array, interconnecting and/or export cables authorised by this Order together with physical protection measures including cable protection;

“combined platform” means a single offshore platform combining two or more of the following—

- (a) an offshore collector platform;
- (b) an offshore converter platform;
- (c) an offshore accommodation or helicopter platform;

“commence” means beginning to carry out the activities authorised by the deemed marine licenses at Schedule 7 (Deemed licences under The Marine and Coastal Access Act 2009) other than the pre-construction surveys or monitoring;

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

“enforcement officer” means a person authorised to carry out enforcement duties under 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 this Order and submitted with the application together with any supplementary or further environmental information submitted in support of the application;

“gravity base foundation” means a foundation type which rests on the seabed and supports the wind turbine generator, meteorological station or offshore platform primarily due to its own weight and that of added ballast, with or without skirts or other additional fixings, which may include associated equipment including J-tubes and access platforms and separate topside connection structures or an integrated transition piece. Sub types for wind turbines and meteorological stations include conical gravity base and flat-based gravity base. Sub types for platforms include: offshore platform conical or flat-base gravity base foundations, and offshore platform semi-submersible gravity base foundations;

“HAT” means highest astronomical tide;

“JNCC” means the Joint Nature Conservation Committee;

“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 2A of this licence;

“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;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the average of high water heights occurring at the time of the spring tides;

“meteorological mast” or “meteorological station” means a fixed or floating structure housing or incorporating equipment to measure wind speed and other meteorological and oceanographic characteristics, including a topside which may house electrical switchgear and communication equipment and associated equipment, and marking and lighting;

“monopole foundation” means foundation options based around a single vertical pillar structure driven, drilled, or embedded into the seabed by means such as suction and/or gravity. This main support structure may change in diameter via tapers or abrupt steps. Sub types for wind turbine include: monopole with steel monopile footing, monopole with concrete monopile footing, and monopole with a single suction-installed bucket footing;

“multileg foundation” means foundation options based around structures with several legs or footings. This includes jackets, tripods, and other structures which include multiple large tubulars, cross-bracing, or lattices. Multileg foundations may be fixed to the seabed by footings which are driven, drilled, screwed, jacked-up, or embedded into the seabed by means such as suction and/or gravity;

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

“offshore accommodation or helicopter platform” means a platform (either singly or as part of a combined platform) housing or incorporating some or all of the following: accommodation for staff during the construction, operation and decommissioning of the offshore works, landing facilities for vessels and helicopters, re-fuelling facilities, communication and control systems, electrical systems such as metering and control systems, small and large scale electrical power systems, J-tubes, auxiliary and uninterruptible power supplies, large scale energy storage systems, standby electricity generation equipment, cranes, storage for waste and consumables including fuel, marking and lighting and other associated equipment and facilities;

“offshore collector platform” means a platform (either singly or as part of a combined platform) housing or incorporating electrical switchgear and/or electrical transformers, electrical systems such as metering and control systems, J-tubes, landing facilities for vessels and helicopters, re-fuelling facilities, accommodation for staff during the construction, operation and decommissioning of the offshore works, communication and control systems, auxiliary and uninterruptible power supplies, large scale energy storage systems, standby electricity generation equipment, cranes, storage for waste and consumables including fuel, marking and lighting and other associated equipment and facilities;

“offshore converter platform” means a platform (either singly or as part of a combined platform) housing or incorporating high voltage direct current electrical switchgear and/or electrical transformers and other equipment to enable High Voltage Direct Current transmission to be used to convey the power output of the multiple wind turbine generators to shore including electrical systems such as metering and control systems, J-tubes, landing facilities for vessels and helicopters, re-fuelling facilities, accommodation for staff during the construction, operation and decommissioning of the offshore works, communication and control systems, auxiliary and uninterruptible power supplies, large scale energy storage systems, standby electricity generation equipment, cranes, storage for waste and consumables including fuel, marking and lighting and other associated equipment and facilities;

“offshore platform” means any of the following—

- (d) an offshore accommodation platform;
- (e) an offshore collector platform;
- (f) an offshore converter platform;
- (g) a combined platform;

“the Order” means the Dogger Bank (Teesside A and B) Offshore Wind Farm Order 201X;

“the Order limits” means the limits shown on the Order limits plan;

“the Order limits plan” means the plans certified as the Order limits and grid coordinates plan by the Secretary of State for the purposes of the Order;

“scour protection” means protection against foundation scour and subsea damage, for example from trawling, through reinforcement measures and measures to prevent loss of seabed sediment around foundation bases. These measures include protective aprons, mattresses, flow energy dissipation devices and rock and gravel burial;

“undertaker” means Bizco 3, or any other person who has the benefit of this Order in accordance with section 156 of the 2008 Act for such time as that section applies to that person;

“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

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

(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 coordinates shall be taken to be latitude and longitude decimal degrees to six decimal places. The datum system used is WGS84.

(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 – Northern Marine Area

MMO Coastal Office

Neville House

Central Riverside

Bell Street

North Shields

Tyne and Wear

NE30 1LJ

Email: northshields@marinemanagement.org.uk

Tel: 0191 257 4520

(b) Trinity House

Tower Hill

London

EC3N 4DH

Tel: 020 7481 6900;

(c) The United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset

TA1 2DN

Tel: 01823 337 900;

(d) Marine and Coastguard Agency

Navigation Safety Branch

Bay 2/04

Spring Place

105 Commercial Road

Southampton

SO15 1EG

Tel: 023 8032 9191;

(e) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244

(f) Natural England

Hercules House

Hercules Road

Lambeth

London

SW1 7DU

Tel: 0300 060 4911;

(g) JNCC

Inverdee House

Baxter Street

Aberdeen

AB11 9QA

Tel: 01224 266 550;

(h) English Heritage

37 Tanner Row

York

YO1 6WP

01904 601901;

(5) For information only, the details of the local MMO office to the authorised scheme is—

Marine Management Organisation – Northern Marine Area

MMO Coastal Office

Neville House
 Central Riverside
 Bell Street
 North Shields
 Tyne and Wear
 NE30 1LJ
 Email: northshields@marinemangement.org.uk
 Tel: 0191 257 4520

Details of licensed marine activities

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

- (a) the deposit at sea of the substances and articles specified in paragraph (3) below;
 - (b) the construction of works in or over the sea and/or on or under the sea bed including the removal, reconstruction or alteration of the position of subsea cables and pipelines; and
 - (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation.
- (2) Such activities are authorised in relation to the construction and operation of:

Work No. 1B—

- (a) an offshore wind turbine generating station with a gross electrical output capacity of up to 1.2 gigawatts comprising up to 200 wind turbine generators each fixed to the seabed by monopole, multileg or gravity base type foundation, situated within the coordinates of the array areas specified in the following tables, and further comprising works (b) to (e) below;

Coordinates for the array areas

Point	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)
25	55.12443	2.14572
26	55.13002	2.21780
51	54.97070	2.50189
52	54.96096	2.48529
56	54.83864	2.27783
57	54.83862	2.26336
24	55.01111	1.95454

- (b) maximum of 7 offshore platforms comprising the following:
 - (i) up to 4 offshore collector platform(s) situated within the array areas specified in the tables Work No. 1B(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (ii) an offshore converter platform situated within the array areas specified in the tables Work No. 1B(a) and being fixed to the seabed by multileg or gravity base type foundation;

- (iii) up to 2 offshore accommodation or helicopter platform(s) situated within the array areas specified in the tables Work No. 1B(a) and being fixed to the seabed by multileg or gravity base type foundation;
- (iv) or any of the platforms comprised in works (b)(i) to (b)(iii) can be co-joined to create a combined platform fixed to the seabed by multileg or gravity base type foundation.
- (c) up to 5 meteorological station(s) situated within the array areas specified in the tables Work No. 1B(a) and being fixed to the seabed by monopole, multileg or gravity base type foundation or floating structure secured by chain and anchor; or
- (d) a network of cables for the transmission of electricity and electronic communications laid on or beneath the seabed and including cable crossings between—
 - (i) any of the wind turbine generators comprising Work No. 1B(a);
 - (ii) any of the wind turbine generators comprising Work No. 1B(a) and Work Nos. 1B(b) and (c);
 - (iii) any of the works comprising Work Nos. 1B(b) to (c);
 - (iv) the offshore converter platform or the combined platform and the export cable route in Work No. 2A;
- (e) up to 10 vessel mooring(s) situated within the array areas specified in the tables in Work No. 1B(a) consisting of a single floating buoy fixed to the seabed by one or more anchors;

Work No. 2T – a temporary work area for vessels to carry out intrusive activities during construction, including vessels requiring anchor spreads, alongside the cable corridors.

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

- (a) iron/steel/aluminium;
- (b) stone and rock;
- (c) concrete/grout;
- (d) sand and gravel;
- (e) plastic/synthetic;
- (f) material extracted from within the offshore Order limits during construction drilling and seabed preparation for foundation works and cable sandwave preparation works; and
- (g) marine coatings, other chemicals and timber.

(4) Subject to the licence conditions, this licence authorises the disposal of up to 968,789m³ of material of natural origin within Work No. 1B produced during construction drilling and seabed preparation for foundation works and cable sandwave preparation works.

(5) The undertaker shall inform the MMO of the location and quantities of material disposed of each month under the Order, by submission of a disposal return by 31 January each year for the months August to January inclusive, and by 31 July each year for the months February to July inclusive;

and in connection with such Work Nos 1B and 2T, works comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development;
- (b) temporary or permanent buoys, beacons, fenders and other navigational warning or ship impact protection works;
- (c) temporary works for the protection of land or structures affected by the authorised development;

- (d) scour protection or dredging;
- (e) cable route preparation works including boulder removal and obstruction clearance, dredging and pre-sweeping; and
- (f) the removal, reconstruction or alteration of the position of subsea cables and pipelines.

PART 2B

Conditions

Detailed offshore design parameters

3.—(1) Subject to paragraph (2), no wind turbine generator forming part of the authorised development shall—

- (a) exceed a height of 315 metres when measured from HAT to the tip of the vertical blade;
- (b) exceed a rotor diameter of 215 metres;
- (c) be less than a multiple of 6 times the rotor diameter from the nearest wind turbine generator in any direction being not less than 750 metres measured between turbines ; and
- (d) have a distance of less than 26 metres between the lowest point of the rotating blade of the wind turbine and the level of the sea at HAT.

(2) The wind turbine generators comprised in Work No. 1B shall be sized such that if they were installed to the maximum permitted gross generating capacity specified for those works the total rotor swept area would not exceed 4.35 km².

(3) Wind turbine and meteorological mast foundation structures forming part of the authorised development shall be of one or more of the following foundation options: monopole, multileg or gravity base or floating structure secured by chain and anchor.

(4) Meteorological mast foundation structures forming part of the authorised development shall be of one or more of the following foundation options: monopole, multileg or gravity base or floating structure secured by chain and anchor.

(5) No wind turbine or meteorological mast foundation structure employing a footing of driven piles forming part of the authorised development shall—

- (a) have more than 6 driven piles;
- (b) in the case of single pile structures have a pile diameter of greater than 12 metres;
- (c) in the case of 2 or more pile structures have a pile diameter of greater than 3.5 metres;

(6) No meteorological mast foundation structure employing a footing of driven piles forming part of the authorised development shall-

- (a) have more than 4 driven piles;
- (b) in the case of single pile structures, have a pile diameter of greater than 10 metres;
- (c) in the case of 2 or more pile structures, have a pile diameter of greater than 3.5 metres.

(7) The foundations for wind turbine generators will be in accordance with the wave reflection coefficient values as set out at Table 3.6 within Chapter 5 and Appendix 5.B Dogger Bank Teesside A & B Foundation Characterisation Study of the Environmental Statement.

(8) No wind turbine foundation will have a seabed footprint area of subsea/scour protection (including foundation footprint) of more than 5,675 m².

(9) The foundations for wind turbine generators and meteorological stations will not exceed the dimensions set out below—

Foundation type	Maximum width of main supporting structure in metres	Maximum seabed footprint area per foundation (excluding scour protection) in m ²
Wind turbine generator foundation	61	2,376
Meteorological station foundation	51.5	1,735

(10) The total seabed footprint area of subsea/scour protection for wind turbine foundations (excluding foundation footprint) will not exceed 0.7554km² within Work No. 1B.

(11) The total seabed footprint for wind turbine generators (including structure and scour) shall not exceed 1.005km².

(12) The volume of subsea/scour protection material for wind turbine foundations within Work No. 1B will not exceed 1,030,861 m³.

(13) References to the location of a wind turbine generator are references to the centroid point at the base of the turbine.

(14) No lattice tower forming part of a meteorological station shall exceed a height of 315 metres above HAT.

4.—(1) The total number of offshore platforms forming part of the authorised development shall not exceed 7 comprising of—

- (a) up to 4 offshore collector platform(s);
- (b) up to 1 offshore converter platform(s);
- (c) up to 2 offshore accommodation or helicopter platform(s);
- (d) or any of the platforms comprised in (1)(a) to (c) can be co-joined to a create combined platform fixed to the seabed by multileg or gravity base type foundation.

(2) The dimensions of any offshore collector platforms forming part of the authorised development (excluding towers, helicopter landing pads, masts and cranes) shall not exceed 75 metres in length, 75 metres in width and 85 metres in height.

(3) The dimensions of any offshore converter platform forming part of the authorised development (excluding towers, helicopter landing pads, masts and cranes) shall not exceed 125 metres in length, 100 metres in width and 105 metres in height.

(4) The dimensions of any offshore accommodation or helicopter platform(s) forming part of the authorised development (excluding towers, helicopter landing pads, masts and cranes) shall not exceed 125 metres in length, 100 metres in width and 105 metres in height.

(5) The dimensions of any combined platforms forming part of the authorised development (excluding towers, helicopter landing pads, masts and cranes) shall not exceed the total footprint of the individual platforms incorporated within it.

(6) Offshore platform foundation structures forming part of the authorised development shall be one or more of the following foundation options: gravity base or multileg.

(7) No offshore platform foundation structure employing a footing of driven piles forming part of the authorised development shall—

- (a) have more than 24 driven piles;

- (b) have a pile diameter of greater than 2.75 metres.
- (8) No offshore platform foundation will have a seabed footprint area of (including subsea/scour protection) of more than 17,400 m².
- (9) The foundations for offshore platforms will not exceed the dimensions set out below:

Foundation type	Offshore collector platform (multileg or gravity base foundation)	Offshore converter platform (multileg or gravity base foundation)	Offshore accommodation or helicopter platform (multileg or gravity base foundation)
Maximum seabed footprint area per foundation (excluding scour protection) in m²	5,625	12,500	12,500

Layout Rules

- 5.—**(1) The positions of wind turbine generators and offshore platform(s) shall, so far as is practicable, be arrayed in accordance with parameters applicable to Work No. 1B specified in condition 3 and the principles within section 5.2 of Chapter 5 of the Environmental Statement.
- (2) No construction of any wind turbine generator or offshore platform forming part of the authorised scheme shall commence until the MMO has approved their general layout arrangements.
- (3) Unless otherwise agreed between the undertaker and the MMO, the construction of the wind turbine generators and offshore platforms shall be carried out as approved.

Notifications and inspections

- 6.—**(1) The undertaker shall ensure that:
- a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
 - all agents and contractors notified to the MMO in accordance with condition 11; and
 - the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 11;
 - within 28 days of receipt of a copy of this licence those persons referred to at paragraph (a) above shall provide a completed confirmation form to the MMO confirming that they have read and will comply with the terms of the conditions of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 12 are permitted to carry out the licensed activities;
- (3) Copies of this licence shall also be available for inspection at the following locations:
- the undertaker's registered address;
 - any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit 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 authorised enforcement officer at all reasonable times at the locations set out in paragraph 3(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The undertaker must inform the MMO Marine Licensing Team and the MMO Coastal Office 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 or any phase of them the undertaker must publish in the Kingfisher Fortnightly Bulletin details of the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant phase.
- (8) The undertaker shall ensure that a notice to mariners is issued at least ten working days prior to the commencement of the licensed activities or any phase of them advising of the start date of Work No. 1B (wind turbine generation station, offshore platforms or other offshore construction activities) and the expected vessel routes from the local construction ports to the relevant locations.
- (9) The undertaker shall ensure that the notices to mariners are updated and reissued at weekly intervals during construction activities and within five days of any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the Maritime and Coastguard Agency in accordance with the construction programme approved under condition 9(1)(b). Copies of all notices shall be provided to the MMO.
- (10) The undertaker must notify—
 - (a) the Hydrographic Office two weeks prior to the commencement and two weeks following completion of the authorised scheme in order that all necessary amendments to nautical charts are made; and
 - (b) the MMO, MCA and Trinity House once the authorised scheme is completed and any required lighting or marking has been established.

Chemicals, drilling and debris

- 7.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme, including any chemical agents placed within any monopile or other foundation structure void, 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 undertaker shall ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive or the Environment Agency Pollution Prevention Guidelines. Any accidental spillages shall be reported to the MMO marine pollution response team within a reasonable timeframe.
- (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% 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 may also require a marine licence.

(5) The undertaker shall ensure that unless agreed otherwise in writing with the MMO any debris arising from the construction of the authorised scheme or temporary works placed below MHWS are removed on completion of the authorised scheme.

(6) At least ten days prior to the commencement of the licensed activities the undertaker must submit to the MMO an audit sheet covering all aspects of the construction of the licensed activities or any phase of them. The audit sheet shall include details of—

- (a) loading facilities;
- (b) vessels;
- (c) equipment;
- (d) shipment routes;
- (e) transport;
- (f) working schedules; and
- (g) 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 (or relevant phase) and shall be reviewed by the MMO at regular intervals. Any changes must be notified immediately in writing to the MMO which must give written approval prior to any change being implemented.

(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 undertaker to carry out a side scan sonar survey to plot all obstructions across the relevant area(s) within the offshore Order limits where construction works and related activities have been carried out. Local fishermen shall be invited to send a representative to be present during the survey. Any obstructions that the MMO believes to be associated with the authorised scheme shall be removed at the undertaker's expense.

Force majeure

8. If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits outside of the Order limits because the safety of human life and/or of the vessel is threatened:

- (a) within 48 hours full details of the circumstances of the deposit shall be notified to the MMO.
- (b) the unauthorised deposits shall be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

9.—(1) The licensed activities or any phase of those 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) a plan to be agreed in consultation with Trinity House and MCA which shows—
 - (i) the proposed location and choice of foundation of all wind turbine generators, offshore platforms and meteorological stations;
 - (ii) the dimensions of all monopole, multileg and gravity base foundations, if used.

to ensure conformity with the description of Work No. 1B and compliance with conditions 3-5 above;

- (b) a detailed 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 conditions 13, 14 and 15. The preconstruction survey programme and all pre-construction survey methodologies shall be submitted to the MMO for written approval at least four months prior to the commencement of any survey works detailed within;
- (c) a construction method statement in accordance with the construction methods assessed in the Environmental Statement and including details of—
 - (i) drilling methods and disposal of drill arisings;
 - (ii) turbine, meteorological mast and platform location and installation, including scour protection;
 - (iii) cable installation;
 - (iv) contractors;
 - (v) vessels; and
 - (vi) associated works;
- (d) 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;
 - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
 - (iii) waste management and disposal arrangements; and
 - (iv) the fisheries liaison officer appointed by the undertaker to be notified to the District Marine Officer for the MMO's Northern District. Evidence of liaison should be collated so that signatures of attendance at meetings, agenda and minutes of meetings with the fishing industry can be provided to the MMO if required;
- (e) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol to be agreed in writing with the MMO in consultation with JNCC;
- (f) a cable specification and installation plan, to include—
 - (i) technical specification of offshore cables, 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 staged cable laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques; and
 - (iii) scour protection management and cable protection plan providing details of the need, type, sources, quality and installation methods for scour protection and cable protection;
- (g) a written scheme of archaeological investigation in relation to the Order limits in accordance with Chapter 18 Appendix B of the Environmental Statement, industry good practice and in consultation with English Heritage to include—
 - (i) details of responsibilities of the undertaker, 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, and timetable, which is to be submitted to the MMO within three months of any survey being completed;
- (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 including ensuring that a copy of any agreed archaeological report is deposited with the National Monuments Record by submitting an English Heritage OASIS form with a digital copy of the report; and
- (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme.

10.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 9 shall be submitted for approval at least four months prior to the intended start of construction, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The licensed activities shall be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 9, unless otherwise agreed in writing by the MMO.

Reporting of engaged agents, contractors and vessels

11.—(1) The undertaker shall provide the name and function of any agent or contractor appointed to engage in the licensed activities to the MMO at least two weeks prior to the intended start of construction.

(2) Each week during the construction of the authorised scheme a completed Hydrographic Note H102 shall be provided to the MMO listing the vessels currently and to be used in relation to the licensed activities.

(3) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

Equipment and operation of vessels engaged in licensed activities

12.—(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 (save in the case of remotely operated vehicles or vessels) shall comply with paragraphs (2) to (7) below.

(2) All motor powered vessels must be fitted with:

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

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

(4) All vessels shall exhibit signals in accordance with the requirements of the International Regulations for the Prevention of Collisions at Sea.

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

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

Pre-construction monitoring

13.—(1) The undertaker shall, in discharging condition 9(1)(b), submit details for written approval by the MMO of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report. 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 post-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement. 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 undertaker of specific proposals pursuant to this condition, where appropriate and necessary it is expected that the pre-construction surveys will comprise—

- (a) an appropriate survey to determine the location and reasonable extent of any benthic habitats of conservation, ecological and/or economic importance (including Annex 1 habitats) Annex 1 Habitat in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works;
- (b) one high resolution bathymetry and side-scan survey of the area(s) within the Order limits in which it is proposed to carry out construction works, including a 500m buffer area around the site of each works. This should include the identification of sites of historic or archaeological interest (A1 and A3 receptors) and any unidentified anomalies larger than 5m in diameter (A2 receptors), which may require the refinement, removal or introduction of archaeological exclusion zones and to confirm project specific micro-siting requirements (for A2 receptors);
- (c) one survey of existing ornithological activity inside the area(s) within the Order limits in which it is proposed to carry out construction works, and any wider area(s) where appropriate, which is required to validate predictions in the Environmental Statement concerning key ornithological interests of relevance to the authorised scheme;
- (d) one survey of fish species of particular relevance to the authorised scheme within the Order limits in which it is proposed to carry out construction works, and any wider area(s) where appropriate which is required to test predictions.

(3) The undertaker shall carry out and complete the surveys to be undertaken under paragraph (1) in a timescale which shall be agreed with the MMO but shall not delay in any way the commencement of any licenced activity.

Construction monitoring

14. The undertaker shall, in discharging condition 9(1)(b), submit details for approval by the MMO of any proposed surveys or monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The details of the construction monitoring shall be submitted at least four months prior to the commencement of any survey works and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO. The survey proposals shall specify each survey's objectives. In any event, such monitoring shall, where driven or part-driven pile foundations are proposed to be used, include measurements of noise generated by the installation of the first four monopile foundations, following which the MMO will determine whether further noise monitoring is required. The results of the initial noise measurements shall be provided to the MMO within six weeks of the installation of the first relevant monopile foundation piece. The assessment of this report by the MMO shall determine whether any further noise monitoring is required.

Post construction surveys

15.—(1) The undertaker shall, in discharging condition 9(1)(b), submit details for written approval by the MMO of the four post-construction surveys proposed in paragraph (2), including methodologies and timings, and a proposed format, content and timings for providing reports on the results at least 4 months prior to the commencement of any survey works detailed within. 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—

- (a) appropriate surveys of ornithological activity inside the area(s) within the Order limits in which construction works were carried out, 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) one high resolution bathymetric survey per annum around a sample of adjacent turbines to a distance of three turbine spacings to assess any changes in seabed topography;
- (c) one survey of fish species of particular relevance to the authorised scheme within the Order limits in which construction works were carried out, and any wider area(s) where appropriate; and
- (d) dependent on the outcome of the survey undertaken in condition 13(2)(a) above, a survey to determine the effects of construction activity on any benthic Annex 1 Habitat in whole or in part inside the area(s) within the Order limits to validate predictions made in the Environmental Statement.

(3) The undertaker shall carry out the surveys under paragraph (1) within a period of 3 years from the completion of construction and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO.

16. Four months following the completion of construction, a post-construction maintenance plan will be submitted to the MMO, based upon the maintenance assessed within the Environmental Statement.

PART 3A

Licensed Marine Activities – Marine Licence 3: Project A export cable (transmission)

Interpretation

1.—(1) In this licence—

“the 1990 Act” means the Town and Country Planning Act 1990;

“the 2008 Act” means the Planning Act 2008;

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

“Annex 1 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);

“authorised scheme” means Work Nos. 1A, 2A, 3A and 2T described in paragraph 2 of this licence or any part or phase of those works;

“Bizco 2” means Doggerbank Project 1 Bizco Limited (Company number 07791977) whose registered office is 55 Vastern Road, Reading, Berkshire RG1 8BU;

“cable protection” means the measures to protect cables from physical damage and exposure due to loss of seabed sediment, including, but not limited to, the use of bagged solutions filled with grout or other materials, protective aprons or coverings, mattresses, flow energy dissipation devices or rock and gravel dumping;

“cable crossings” means the crossing of existing sub-sea cables and pipelines by the inter-array, interconnecting and/or export cables authorised by this Order together with physical protection measures including cable protection;

“commence” means beginning to carry out the activities authorised by the deemed marine licenses at Schedule 7 (Deemed licences under The Marine and Coastal Access Act 2009) other than the pre-construction surveys or monitoring;

“condition” means a condition in Part 3B of this licence;

“enforcement officer” means a person authorised to carry out enforcement duties under 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 this Order and submitted with the application together with any supplementary or further environmental information submitted in support of the application;

“JNCC” means the Joint Nature Conservation Committee;

“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 3A of this licence;

“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;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the average of high water heights occurring at the time of the spring tides;

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

“the Order” means the Dogger Bank (Teesside A and B) Offshore Wind Farm Order 201X;

“the Order limits” means the limits shown on the Order limits plan;

“the Order limits plan” means the plans certified as the Order limits and grid coordinates plan by the Secretary of State for the purposes of the Order;

“undertaker” means Bizco 2, or any other person who has the benefit of this Order in accordance with section 156 of the 2008 Act for such time as that section applies to that person; and

“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.

(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 coordinates shall be taken to be latitude and longitude decimal degrees to six decimal places. The datum system used is WGS84.

(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 – Northern Marine Area

MMO Coastal Office
Neville House
Central Riverside
Bell Street
North Shields
Tyne and Wear
NE30 1LJ
Email: northshields@marinemangement.org.uk
Tel: 0191 257 4520

(b) Trinity House

Tower Hill
London
EC3N 4DH
Tel: 020 7481 6900;

(c) The United Kingdom Hydrographic Office

Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900;

(d) Marine and Coastguard Agency

Navigation Safety Branch
Bay 2/04
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 023 8032 9191;

(e) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road
Lowestoft
Suffolk
NR33 0HT
Tel: 01502 562 244

(f) Natural England
Hercules House
Hercules Road
Lambeth
London
SW1 7DU
Tel: 0300 060 4911;

(g) JNCC
Inverdee House
Baxter Street
Aberdeen
AB11 9QA
Tel: 01224 266 550;

(h) English Heritage
37 Tanner Row
York
YO1 6WP
01904 601901;

(5) For information only, the details of the local MMO office to the authorised scheme is—

Marine Management Organisation – Northern Marine Area
MMO Coastal Office
Neville House
Central Riverside
Bell Street
North Shields
Tyne and Wear
NE30 1LJ
Email: northshields@marinemanagement.org.uk
Tel: 0191 257 4520

Details of licensed marine activities

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

- (a) the deposit at sea of the substances and articles specified in paragraph (3) below;
- (b) the construction of works in or over the sea and/or on or under the sea bed including the removal, reconstruction or alteration of the position of subsea cables and pipelines ; and

- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation.
- (2) Such activities are authorised in relation to the construction and operation of—

Work No. 1A—

- (a) an offshore wind turbine generating station with a gross electrical output capacity of up to 1.2 gigawatts comprising up to 200 wind turbine generators each fixed to the seabed by monopole, multileg or gravity base type foundation situated within the coordinates of the array areas specified in the following tables, and further comprising works (b) to (e) below;

Coordinates for the array areas

Point	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)
31	55.11790	2.57524
32	55.11860	3.09890
33	55.10690	3.09409
34	55.09071	3.08744
35	55.07452	3.08080
36	55.05832	3.07416
37	55.04213	3.06752
38	55.02594	3.06090
39	55.00974	3.05427
40	54.99487	3.04820
41	54.97803	3.04132
42	54.97735	3.04104
43	54.96115	3.03444
44	54.95485	3.03187
45	54.95510	3.01393
46	54.95556	2.97851
47	54.95562	2.97450
50	54.96011	2.57690

- (b) a maximum of 7 offshore platforms comprising the following:
- (i) up to 4 offshore collector platform(s) situated within the array areas specified in the table in Work No. 1A(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (ii) an offshore converter platform situated within the array areas specified in the tables in Work No. 1A(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (iii) up to 2 offshore accommodation or helicopter platform(s) situated within the array areas specified in the tables in Work No. 1A(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (iv) or any of the platforms comprised in works (b)(i) to (b)(iii) can be co-joined to create a combined platform fixed to the seabed by multileg or gravity base type foundation;

- (c) up to 5 meteorological station(s) situated within the array areas specified in the tables in Work No. 1A(a) fixed to the seabed by monopole, multileg or gravity base type foundation or floating structure secured by chain and anchor;
- (d) A network of cables for the transmission of electricity and electronic communications laid on or beneath the seabed and including cable crossings between—
 - (i) any of the wind turbine generators comprising Work No. 1A(a);
 - (ii) any of the wind turbine generators comprising Work No. 1A(a) and Work Nos. 1A(b) and (c); and
 - (iii) any of the works comprising Work Nos. 1A(b) and (c)
 - (iv) the offshore converter platform or the combined platform and the export cable route in Work No. 2A;
- (e) up to 10 vessel mooring(s) situated within the array areas specified in the tables in Work No. 1A(a) consisting of a single floating buoy fixed to the seabed by one or more anchors;

Work No. 2A – up to 2 export cables for the transmission of high voltage direct current electricity together with fibre optic cables for the transmission of electronic communications laid on or beneath the seabed between Work No. 1A(b) and Work No. 3A including cable crossings;

Work No. 3A – up to 2 export cables for the transmission of high voltage direct current electricity together with fibre optic cables for the transmission of electronic communications, laid underground between mean low water springs and mean high water springs and connecting Work No. 2A with Work No 4A;

Work No. 2T – a temporary work area for vessels to carry out intrusive activities during construction, including vessels requiring anchor spreads alongside the cable corridors.

- (3) The substances or articles authorised for deposit at sea are—
 - (a) iron/steel/aluminium;
 - (b) stone and rock;
 - (c) concrete/grout;
 - (d) sand and gravel;
 - (e) plastic/synthetic;
 - (f) material extracted from within the offshore Order limits during construction drilling and seabed preparation for foundation works and cable sandwave preparation works; and
 - (g) marine coatings, other chemicals and timber;

and in connection with such Work Nos 1A, 2A, 3A and 2T, works comprising—

- (h) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development;
- (i) temporary or permanent buoys, beacons, fenders and other navigational warning or ship impact protection works;
- (j) temporary works for the protection of land or structures affected by the authorised development;
- (k) scour protection or dredging;
- (l) cable route preparation works including boulder removal and obstruction clearance, dredging and pre-sweeping; and
- (m) the removal, reconstruction or alteration of the position of subsea cables and pipelines.

PART 3B

Conditions

Notifications and inspections

- 3.—(1) The undertaker shall ensure that:
- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
 - (i) all agents and contractors notified to the MMO in accordance with condition 8; and
 - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 8;
 - (b) within 28 days of receipt of a copy of this licence those persons referred to at paragraph (a) above shall provide a completed confirmation form to the MMO confirming that they have read and will comply with the terms of the conditions of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 8 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 undertaker's registered address;
 - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit 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 authorised enforcement officer at all reasonable times at the locations set out in paragraph 3(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The undertaker must inform the MMO Marine Licensing Team and the MMO Coastal Office 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 or any phase of them the undertaker must publish in the Kingfisher Fortnightly Bulletin details of the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant phase.
- (8) The undertaker shall ensure that a notice to mariners is issued at least ten working days prior to the commencement of the licensed activities or any phase of them advising of the start date of Work Nos. 2A and 3A and the expected vessel routes from the local construction ports to the relevant locations.
- (9) The undertaker shall ensure that the notices to mariners are updated and reissued at weekly intervals during construction activities and within five days of any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the Maritime and Coastguard Agency in accordance with the construction programme approved under condition 6(1)(b). Copies of all notices shall be provided to the MMO.
- (10) The undertaker must notify—

- (a) the Hydrographic Office two weeks prior to the commencement and 2 weeks following completion of the authorised scheme in order that all necessary amendments to nautical charts are made; and
- (b) the MMO, MCA and Trinity House once the authorised scheme is completed and any required lighting or marking has been established.

Chemicals, drilling and debris

4.—(1) Unless otherwise agreed in writing by the MMO 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 undertaker shall ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive or the Environment Agency Pollution Prevention Guidelines. Any accidental spillages shall be reported to the MMO marine pollution response team within a reasonable timeframe.

(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% of the total volume of all reservoirs and containers.

(4) The undertaker shall ensure that unless agreed otherwise in writing with the MMO any debris arising from the construction of the authorised scheme or temporary works placed below MHWS are removed on completion of the authorised scheme.

(5) At least ten days prior to the commencement of the licensed activities the undertaker must submit to the MMO an audit sheet covering all aspects of the construction of the licenced activities or any phase of them. The audit sheet shall include details of—

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

(6) The audit sheet shall be maintained throughout the construction of the authorised scheme (or relevant phase) and shall be reviewed by the MMO at regular intervals. Any changes must be notified immediately in writing to the MMO which must give written approval prior to any change being implemented.

(7) 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 undertaker to carry out a side scan sonar survey to plot all obstructions across the relevant area(s) within the offshore Order limits where construction works and related activities have been carried out. Local fishermen shall be invited to send a representative to be present during the survey. Any obstructions that the MMO believes to be associated with the authorised scheme shall be removed at the undertaker's expense.

Force majeure

5. If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits outside of the Order limits because the safety of human life and/or of the vessel is threatened:

- (a) within 48 hours full details of the circumstances of the deposit shall be notified to the MMO;

- (b) the unauthorised deposits shall be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

6.—(1) The licensed activities or any phase of those 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) a plan to be agreed in consultation with Trinity House and MCA which shows the route of the cable to ensure conformity with the description of Work Nos. 2A and 3A;
- (b) a detailed 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. The preconstruction survey programme and all pre-construction survey methodologies shall be submitted to the MMO for written approval at least four months prior to the commencement of any survey works detailed within;
- (c) a construction method statement in accordance with the construction methods assessed in the Environmental Statement and including details of—
 - (i) cable installation;
 - (ii) contractors;
 - (iii) vessels; and
 - (iv) associated works;
- (d) 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;
 - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
 - (iii) waste management and disposal arrangements; and
 - (iv) the fisheries liaison officer appointed by the undertaker to be notified to the District Marine Officer for the MMO's Northern District. Evidence of liaison should be collated so that signatures of attendance at meetings, agenda and minutes of meetings with the fishing industry can be provided to the MMO if required;
- (e) a cable specification and installation plan, to include—
 - (i) technical specification of offshore cables, 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 staged cable laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques; and
 - (iii) cable protection plan providing details of the need, type, sources, quality and installation methods for cable protection;
- (f) a written scheme of archaeological investigation in relation to the Order limits in accordance with Chapter 18 Appendix B of the Environmental Statement, industry good practice and in consultation with English Heritage to include—

- (i) details of responsibilities of the undertaker, 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, and timetable, which is to be submitted to the MMO within three months of any survey being completed;
- (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 including ensuring that a copy of any agreed archaeological report is deposited with the National Monuments Record by submitting an English Heritage OASIS form with a digital copy of the report; and
- (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme.

7.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 6 shall be submitted for approval at least four months prior to the intended start of construction, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The licensed activities shall be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 6, unless otherwise agreed in writing by the MMO.

Reporting of engaged agents, contractors and vessels

8.—(1) The undertaker shall provide the name and function of any agent or contractor appointed to engage in the licensed activities to the MMO at least two weeks prior to the intended start of construction.

(2) Each week during the construction of the authorised scheme a completed Hydrographic Note H102 shall be provided to the MMO listing the vessels currently and to be used in relation to the licensed activities.

(3) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

Equipment and operation of vessels engaged in licensed activities

9.—(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 (save in the case of remotely operated vehicles or vessels) shall comply with paragraphs (2) to (7) below.

(2) All motor powered vessels must be fitted with:

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

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

(4) All vessels shall exhibit signals in accordance with the requirements of the International Regulations for the Prevention of Collisions at Sea.

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

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

Pre-construction monitoring

10.—(1) The undertaker shall, in discharging condition 6(1)(b), submit details for written approval by the MMO of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report. 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 post-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement. 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 undertaker of specific proposals pursuant to this condition, where appropriate and necessary it is expected that the pre-construction surveys will comprise—

- (a) an appropriate survey to determine the location and reasonable extent of any benthic habitats of conservation, ecological and/or economic importance (including Annex 1 habitats), in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works;
- (b) one high resolution bathymetry and side-scan survey of the area(s) within the Order limits in which it is proposed to carry out construction works, including a 500m buffer area around the site of each works. This should include the identification of sites of historic or archaeological interest (A1 and A3 receptors) and any unidentified anomalies larger than 5m in diameter (A2 receptors), which may require the refinement, removal or introduction of archaeological exclusion zones and to confirm project specific micro-siting requirements (for A2 receptors);
- (c) one survey of existing ornithological activity inside the area(s) within the Order limits in which it is proposed to carry out construction works, and any wider area(s) where appropriate, which is required to validate predictions in the Environmental Statement concerning key ornithological interests of relevance to the authorised scheme;
- (d) one survey of fish species of particular relevance to the authorised scheme within the Order limits in which it is proposed to carry out construction works, and any wider area(s) where appropriate which is required to validate predictions in the Environmental Statement.

(3) The undertaker shall carry out and complete the surveys to be undertaken under paragraph (1) in a timescale which shall be agreed with the MMO but shall not delay in any way the commencement of any licensed activity.

Construction monitoring

11. The undertaker shall, in discharging condition 6(1)(b), submit details for approval by the MMO of any proposed surveys or monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The details of the construction monitoring shall be submitted at least four months prior to the commencement of any survey works and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO. The survey proposals shall specify each survey's objectives.

Post construction surveys

12.—(1) The undertaker shall, in discharging condition 6(1)(b), submit details for written approval by the MMO of the four post-construction surveys proposed in paragraph (2), including methodologies and timings, and a proposed format, content and timings for providing reports on the results at least 4 months prior to the commencement of any survey works detailed within. 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—

- (a) appropriate surveys of ornithological activity inside the area(s) within the Order limits in which construction works were carried out, and any wider area(s) where appropriate, which is required to validate predictions in the Environmental Statement concerning key ornithological interests of relevance to the authorised scheme;
- (b) one high resolution bathymetric survey per annum around a sample of adjacent turbines to a distance of three turbine spacings to assess any changes in seabed topography;
- (c) one survey of fish species of particular relevance to the authorised scheme within the Order limits in which construction works were carried out, and any wider area(s) where appropriate; and
- (d) dependent on the outcome of the survey undertaken in condition 10(2)(a) above, a survey to determine the effects of construction activity on any benthic Annex 1 Habitat in whole or in part inside the area(s) within the Order limits to validate predictions made in the Environmental Statement.

(3) The undertaker shall carry out the surveys under paragraph (1) within a period of 3 years from the completion of construction and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO.

13. Four months following the completion of construction, a post-construction maintenance plan will be submitted to the MMO, based upon the maintenance assessed within the Environmental Statement.

PART 4A

Licensed Marine Activities – Marine Licence 4: Project B export cable (transmission)

Interpretation

1.—(1) In this licence—

“the 1990 Act” means the Town and Country Planning Act 1990;

“the 2008 Act” means the Planning Act 2008;

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

“Annex 1 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);

“authorised scheme” means Work Nos. 1B, 2B, 3B and 2T described in paragraph 2 of this licence or any part or phase of those works;

“Bizco 3” means Doggerbank Project 4 Bizco Limited (Company number 07791964) whose registered office is 55 Vastern Road, Reading, Berkshire RG1 8BU;

“cable protection” means the measures to protect cables from physical damage and exposure due to loss of seabed sediment, including, but not limited to, the use of bagged solutions filled with grout or other materials, protective aprons or coverings, mattresses, flow energy dissipation devices or rock and gravel dumping;

“cable crossings” means the crossing of existing sub-sea cables and pipelines by the inter-array, interconnecting and/or export cables authorised by this Order together with physical protection measures including cable protection;

“commence” means beginning to carry out the activities authorised by the deemed marine licenses at Schedule 7 (Deemed licences under The Marine and Coastal Access Act 2009) other than the pre-construction surveys or monitoring;

“condition” means a condition in Part 4B of this licence;

“enforcement officer” means a person authorised to carry out enforcement duties under 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 this Order and submitted with the application together with any supplementary or further environmental information submitted in support of the application;

“JNCC” means the Joint Nature Conservation Committee;

“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 3A of this licence;

“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;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the average of high water heights occurring at the time of the spring tides;

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

“the Order” means the Dogger Bank (Teesside A and B) Offshore Wind Farm Order 201X;

“the Order limits” means the limits shown on the Order limits plan;

“the Order limits plan” means the plans certified as the Order limits and grid coordinates plan by the Secretary of State for the purposes of the Order;

“undertaker” means Bizco 3, or any other person who has the benefit of this Order in accordance with section 156 of the 2008 Act for such time as that section applies to that person; and

“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.

(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 coordinates shall be taken to be latitude and longitude decimal degrees to six decimal places. The datum system used is WGS84.

(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 – Northern Marine Area

MMO Coastal Office
Neville House
Central Riverside
Bell Street
North Shields
Tyne and Wear
NE30 1LJ
Email: northshields@marinemanagement.org.uk
Tel: 0191 257 4520

(b) Trinity House

Tower Hill
London
EC3N 4DH
Tel: 020 7481 6900;

(c) The United Kingdom Hydrographic Office

Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900;

(d) Marine and Coastguard Agency

Navigation Safety Branch
Bay 2/04
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 023 8032 9191;

(e) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road
Lowestoft
Suffolk
NR33 0HT
Tel: 01502 562 244

(f) Natural England
Hercules House
Hercules Road
Lambeth
London
SW1 7DU
Tel: 0300 060 4911;

(g) JNCC
Inverdee House
Baxter Street
Aberdeen
AB11 9QA
Tel: 01224 266 550;

(h) English Heritage
37 Tanner Row
York
YO1 6WP
01904 601901;

(5) For information only, the details of the local MMO office to the authorised scheme is—

Marine Management Organisation – Northern Marine Area
MMO Coastal Office
Neville House
Central Riverside
Bell Street
North Shields
Tyne and Wear
NE30 1LJ
Email: northshields@marinemanagement.org.uk
Tel: 0191 257 4520

Details of licensed marine activities

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

- (a) the deposit at sea of the substances and articles specified in paragraph (3) below;
 - (b) the construction of works in or over the sea and/or on or under the sea bed including the removal, reconstruction or alteration of the position of subsea cables and pipelines; and
 - (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation.
- (2) Such activities are authorised in relation to the construction and operation of—

Work No. 1B—

- (a) an offshore wind turbine generating station with a gross electrical output capacity of up to 1.2 gigawatts comprising up to 200 wind turbine generators each fixed to the seabed by monopole, multileg or gravity base type foundation, situated within the coordinates of the array areas specified in the following tables, and further comprising works (b) to (e) below;

Coordinates for the array areas

Point	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)
25	55.12443	2.14572
26	55.13002	2.21780
51	54.97070	2.50189
52	54.96096	2.48529
56	54.83864	2.27783
57	54.83862	2.26336
24	55.01111	1.95454

- (b) maximum of 7 offshore platforms comprising the following:
 - (i) up to 4 offshore collector platform(s) situated within the array areas specified in the tables Work No. 1B(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (ii) an offshore converter platform situated within the array areas specified in the tables Work No. 1B(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (iii) up to 2 offshore accommodation or helicopter platform(s) situated within the array areas specified in the tables Work No. 1B(a) and being fixed to the seabed by multileg or gravity base type foundation;
 - (iv) or any of the platforms comprised in works (b)(i) to (b)(iii) can be co-joined to create a combined platform fixed to the seabed by multileg or gravity base type foundation.
- (c) up to 5 meteorological station(s) situated within the array areas specified in the tables Work No. 1B(a) and being fixed to the seabed by monopole, multileg or gravity base type foundation or floating structure secured by chain and anchor; or
- (d) a network of cables for the transmission of electricity and electronic communications laid on or beneath the seabed and including cable crossings between—
 - (i) any of the wind turbine generators comprising Work No. 1B(a);
 - (ii) any of the wind turbine generators comprising Work No. 1B(a) and Work Nos. 1B(b) and (c);
 - (iii) any of the works comprising Work Nos. 1B(b) to (c);

- (iv) the offshore converter platform or the combined platform and the export cable route in Work No. 2A;
- (e) up to 10 vessel mooring(s) situated within the array areas specified in the tables in Work No. 1B(a) consisting of a single floating buoy fixed to the seabed by one or more anchors;

Work No. 2B – up to 2 export cables for the transmission of high voltage direct current electricity together with fibre optic cables for the transmission of electronic communications, laid on or beneath the seabed between Work No. 1A(b) and Work No. 3B and including cable crossings;

Work No. 3B – up to 2 export cables for the transmission of high voltage direct current electricity together with fibre optic cables for the transmission of electronic communications, laid underground between mean low water springs and mean high water springs and connecting Work No. 2B with Work No. 4B;

Work No. 2T – a temporary work area for vessels to carry out intrusive activities during construction, including vessels requiring anchor spreads, alongside the cable corridors.

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

- (a) iron/steel/aluminium;
- (b) stone and rock;
- (c) concrete/grout;
- (d) sand and gravel;
- (e) plastic/synthetic;
- (f) material extracted from within the offshore Order limits during construction drilling and seabed preparation for foundation works and cable sandwave preparation works; and
- (g) marine coatings, other chemicals and timber;

and in connection with such Work Nos 1B, 2B, 3B and 2T, works comprising—

- (h) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development;
- (i) temporary or permanent buoys, beacons, fenders and other navigational warning or ship impact protection works;
- (j) temporary works for the protection of land or structures affected by the authorised development;
- (k) scour protection or dredging;
- (l) cable route preparation works including boulder removal and obstruction clearance, dredging and pre-sweeping; and
- (m) the removal, reconstruction or alteration of the position of subsea cables and pipelines.

PART 4B

Conditions

Notifications and inspections

- 3.—(1) The undertaker shall ensure that:
- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
 - (i) all agents and contractors notified to the MMO in accordance with condition 8; and
 - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 8;
 - (b) within 28 days of receipt of a copy of this licence those persons referred to at paragraph (a) above shall provide a completed confirmation form to the MMO confirming that they have read and will comply with the terms of the conditions of this licence.
- (2) Only those persons and vessels notified to the MMO in accordance with condition 8 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 undertaker's registered address;
 - (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit 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 authorised enforcement officer at all reasonable times at the locations set out in paragraph 3(b) above.
- (5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.
- (6) The undertaker must inform the MMO Coastal Office in writing at least five working days prior to the commencement of the licensed activities or any phase of them.
- (7) Prior to the commencement of the licensed activities or any phase of them the undertaker must publish in the Kingfisher Fortnightly Bulletin details of the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant phase.
- (8) The undertaker shall ensure that a notice to mariners is issued at least ten working days prior to the commencement of the licensed activities or any phase of them advising of the start date of Work Nos. 2B and 3B and the expected vessel routes from the local construction ports to the relevant locations.
- (9) The undertaker shall ensure that the notices to mariners are updated and reissued at weekly intervals during construction activities and within five days of any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the Maritime and Coastguard Agency in accordance with the construction programme approved under condition 6(1)(b). Copies of all notices shall be provided to the MMO.
- (10) The undertaker must notify—
- (a) the Hydrographic Office two weeks prior to the commencement and two weeks following completion of the authorised scheme in order that all necessary amendments to nautical charts are made; and

- (b) the MMO, MCA and Trinity House once the authorised scheme is completed and any required lighting or marking has been established.

Chemicals, drilling and debris

4.—(1) Unless otherwise agreed in writing by the MMO 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 undertaker shall ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive or the Environment Agency Pollution Prevention Control Guidelines. Any accidental spillages shall be reported to the MMO marine pollution response team within a reasonable timeframe.

(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% of the total volume of all reservoirs and containers.

(4) The undertaker shall ensure that unless agreed otherwise in writing with the MMO any debris arising from the construction of the authorised scheme or temporary works placed below MHWS are removed on completion of the authorised scheme.

(5) At least ten days prior to the commencement of the licensed activities the undertaker must submit to the MMO an audit sheet covering all aspects of the construction of the licenced activities or any phase of them. The audit sheet shall include details of—

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

(6) The audit sheet shall be maintained throughout the construction of the authorised scheme (or relevant phase) and shall be reviewed by the MMO at regular intervals. Any changes must be notified immediately in writing to the MMO which must give written approval prior to any change being implemented.

(7) 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 undertaker to carry out a side scan sonar survey to plot all obstructions across the relevant area(s) within the offshore Order limits where construction works and related activities have been carried out. Local fishermen shall be invited to send a representative to be present during the survey. Any obstructions that the MMO believes to be associated with the authorised scheme shall be removed at the undertaker's expense.

Force majeure

5. If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits outside of the Order limits because the safety of human life and/or of the vessel is threatened:

- (a) within 48 hours full details of the circumstances of the deposit shall be notified to the MMO;
- (b) the unauthorised deposits shall be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

6.—(1) The licensed activities or any phase of those 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) a plan to be agreed in consultation with Trinity House and MCA which shows the route of the cable to ensure conformity with the description of Work Nos. 2B and 3B.
- (b) a detailed 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. The preconstruction survey programme and all pre-construction survey methodologies shall be submitted to the MMO for written approval at least four months prior to the commencement of any survey works detailed within;
- (c) a construction method statement in accordance with the construction methods assessed in the Environmental Statement and including details of—
 - (i) cable installation;
 - (ii) contractors;
 - (iii) vessels; and
 - (iv) associated works;
- (d) 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;
 - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
 - (iii) waste management and disposal arrangements; and
 - (iv) the fisheries liaison officer appointed by the undertaker to be notified to the District Marine Officer for the MMO's Northern District. Evidence of liaison should be collated so that signatures of attendance at meetings, agenda and minutes of meetings with the fishing industry can be provided to the MMO if required;
- (e) a cable specification and installation plan, to include—
 - (i) technical specification of offshore cables, 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 staged cable laying plan for the Order limits, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques; and
 - (iii) cable protection plan providing details of the need, type, sources, quality and installation methods for cable protection;
- (f) a written scheme of archaeological investigation in relation to the Order limits in accordance with Chapter 18 Appendix B of the Environmental Statement, industry good practice and in consultation with English Heritage to include—
 - (i) details of responsibilities of the undertaker, 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, and timetable, which is to be submitted to the MMO within three months of any survey being completed;
- (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 including ensuring that a copy of any agreed archaeological report is deposited with the National Monuments Record by submitting an English Heritage OASIS form with a digital copy of the report; and
- (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme.

7.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 6 shall be submitted for approval at least four months prior to the intended start of construction, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The licensed activities shall be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 6, unless otherwise agreed in writing by the MMO.

Reporting of engaged agents, contractors and vessels

8.—(1) The undertaker shall provide the name and function of any agent or contractor appointed to engage in the licensed activities to the MMO at least two weeks prior to the intended start of construction.

(2) Each week during the construction of the authorised scheme a completed Hydrographic Note H102 shall be provided to the MMO listing the vessels currently and to be used in relation to the licensed activities.

(3) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

Equipment and operation of vessels engaged in licensed activities

9.—(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 (save in the case of remotely operated vehicles or vessels) shall comply with paragraphs (2) to (7) below.

(2) All motor powered vessels must be fitted with:

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

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

(4) All vessels shall exhibit signals in accordance with the requirements of the International Regulations for the Prevention of Collisions at Sea.

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

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

Pre-construction monitoring

10.—(1) The undertaker shall, in discharging condition 6(1)(b), submit details for written approval by the MMO of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report. 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 post-construction position and/or will enable the validation or otherwise of key predictions in the Environmental Statement. 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 undertaker of specific proposals pursuant to this condition, where appropriate and necessary it is expected that the pre-construction surveys will comprise—

- (a) an appropriate survey to determine the location and extent of any benthic Annex 1 Habitat in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works;
- (b) one high resolution bathymetry and side-scan survey of the area(s) within the Order limits in which it is proposed to carry out construction works, including a 500m buffer area around the site of each works. This should include the identification of sites of historic or archaeological interest (A1 and A3 receptors) and any unidentified anomalies larger than 5m in diameter (A2 receptors), which may require the refinement, removal or introduction of archaeological exclusion zones and to confirm project specific micro-siting requirements (for A2 receptors);
- (c) one survey of existing ornithological activity inside the area(s) within the Order limits in which it is proposed to carry out construction works, and any wider area(s) where appropriate, which is required to validate predictions in the Environmental Statement concerning key ornithological interests of relevance to the authorised scheme;
- (d) one survey of fish species of particular relevance to the authorised scheme within the Order limits in which it is proposed to carry out construction works, and any wider area(s) where appropriate which is required to validate predictions in the Environmental Statement.

(3) The undertaker shall carry out and complete the surveys to be undertaken under paragraph (1) in a timescale which shall be agreed with the MMO but shall not delay in any way the commencement of any licenced activity.

Construction monitoring

11. The undertaker shall, in discharging condition 6(1)(b), submit details for approval by the MMO of any proposed surveys or monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The details of the construction monitoring shall be submitted at least four months prior to the commencement of any survey works and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO. The survey proposals shall specify each survey's objectives.

Post construction surveys

12.—(1) The undertaker shall, in discharging condition 6(1)(b), submit details for written approval by the MMO of the four post-construction surveys proposed in paragraph (2), including methodologies and timings, and a proposed format, content and timings for providing reports on the results at least 4 months prior to the commencement of any survey works detailed within. 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—

- (a) appropriate surveys of ornithological activity inside the area(s) within the Order limits in which construction works were carried out, and any wider area(s) where appropriate, which is required to validate predictions in the Environmental Statement concerning key ornithological interests of relevance to the authorised scheme;
- (b) one high resolution bathymetric survey per annum around a sample of adjacent turbines to a distance of three turbine spacings to assess any changes in seabed topography;
- (c) one survey of fish species of particular relevance to the authorised scheme within the Order limits in which construction works were carried out, and any wider area(s) where appropriate; and
- (d) dependent on the outcome of the survey undertaken in condition 10(2)(a) above, a survey to determine the effects of construction activity on any benthic Annex 1 Habitat in whole or in part inside the area(s) within the Order limits to validate predictions made in the Environmental Statement.

(3) The undertaker shall carry out the surveys under paragraph (1) within a period of 3 years from the completion of construction and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO.

13. Four months following the completion of construction, a post-construction maintenance plan will be submitted to the MMO, based upon the maintenance assessed within the Environmental Statement.

SCHEDULE 8

Article 42

Protective Provisions

PART 1

Protection for electricity, gas, water and sewerage undertakers

1. The following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and the utility undertaker concerned.

2. 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—

- (a) in the case of an electricity utility undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989)(a), belonging to or maintained by that utility undertaker;
- (b) in the case of a gas utility undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water utility undertaker, mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and

(a) 1989 c.29.

- (d) in the case of a sewerage utility undertaker
 - (i) any drain or works vested in the utility undertaker under the Water Industry Act 1991^(a); 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 Electricity Act 1989;
- (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986^(b);
- (c) a water utility undertaker within the meaning of the Water Industry Act 1991; and
- (d) a sewerage utility undertaker within the meaning of Part 1 of the Water Industry Act 1991,

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

3. This Part of this Schedule does not apply to—

- (a) 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; and
- (b) the offshore works.

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

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus shall not be removed under this Part of this Schedule and any right of a utility undertaker to maintain that apparatus in that land shall 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 shall 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 shall, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(a) 1991 c.56.

(b) 1986 c.44.

(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 shall, 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 shall 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 43 (arbitration).

(5) The utility undertaker in question shall, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 43 (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part 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, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the utility undertaker, shall be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

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

6.—(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 shall 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 43 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in or along any railway of the undertaker, the arbitrator shall—

- (a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the railway 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 or the traffic on the railway; and
- (b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus constructed in or along the railway for which the alternative apparatus is to be substituted.

(3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator shall 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.

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 5(2) that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker shall submit to the utility undertaker in question a plan, section and description of the works to be executed.

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

(3) Any requirements made by a utility undertaker under sub-paragraph (2) shall be made within a period of 21 days beginning with the date on which a plan, section and description under subparagraph (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 1 to 6 shall apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

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

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

8.—(1) Subject to the following provisions of this paragraph, the undertaker shall repay to a utility undertaker the reasonable expenses incurred by that utility undertaker in, or in connection with—

- (a) the inspection, removal and relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus under any provision of this Part of this Schedule (including any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or exercise of statutory powers for such apparatus);
- (b) the cutting off of any apparatus from any other apparatus, or the making safe of any redundant apparatus in consequence of the exercise by the undertaker of any power under this Order;
- (c) the survey of any land, apparatus or works, the inspection, superintendence and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the exercise by the undertaker of any power under this Order; and
- (d) any other work or thing rendered reasonably necessary in consequence of the exercise by the undertaker of any such power,

within a reasonable time of being notified by the utility undertaker that it has incurred such expenses.

(2) There shall be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 43 (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 (1) shall be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole shall be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1) shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the 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.

9.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 5(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any—

- (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) 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 a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker shall give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

10. Nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

11. In relation to any dispute arising under this paragraph the reference in article 43 (Arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Electrical Engineers.

PART 2

Protection of Network Rail Infrastructure Limited

1. The following provisions of this Part of this Schedule have effect unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 15, any other person on whom rights or obligations are conferred by that paragraph.

2. 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;

“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 736 of the Companies Act 1985^(a)) 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 1993 Act) 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 onshore works as is situated upon, across, under, over or within 15 metres of, or may in any way affect, railway property.

3.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures, and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail shall—

(a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

(b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised works pursuant to this Order.

^(a) 1985 c.6.

4.—(1) The undertaker shall not exercise the powers conferred by article 18 (authority to survey and investigate the land) or the powers conferred by section 11(3) of the 1965 Act in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker shall 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 shall 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.

(4) Where Network Rail is asked to give its consent pursuant to this paragraph 4, such consent shall not be unreasonably withheld but may be given subject to reasonable conditions.

5.—(1) The undertaker shall 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 shall 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) shall not be unreasonably withheld or delayed, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated his disapproval of those plans and the grounds of his disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate his 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 period of 28 days the engineer has not intimated his approval or disapproval, he shall be deemed to have approved the plans as submitted.

(3) If by the expiry 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 shall 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 his approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in his opinion should be carried out before the commencement of construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation, decommissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works) and such protective works as may be reasonably necessary for those purposes shall be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works shall be carried out at the expense of the undertaker, in either case with all reasonable dispatch and the undertaker shall 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.

6.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 5(4) shall, 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 5;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer; and

- (c) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker shall, notwithstanding any such approval, make good such damage and shall 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 shall impose any liability on the undertaker with respect to any costs, damages, 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, contractor or agents.

7. The undertaker shall—

- (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 he may reasonably require with regard to a specified work or the method of constructing it.

8. Network Rail shall 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 shall supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

9.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work or during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe and efficient operation of the railway of Network Rail such alterations 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 (which shall be specified in the notice), the undertaker shall 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's desires itself to construct that part of the specified work which if 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 shall assume construction of that part of the specified work and the undertaker shall, notwithstanding any such approval of the specified work under paragraph 5(1), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by means of the execution by Network Rail of that specified work.

(3) The engineer shall, in respect of the capitalised sums referred to in this paragraph and paragraph 10(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such savings shall be set off against any such sum payable by the undertaker to Network Rail under this paragraph.

10. The undertaker shall repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 5(3) or in constructing any protective works under the provisions of paragraph 5(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by him 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 shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may, in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

11.—(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the onshore works (including the operation of tramcars using the tramway comprised in the works) 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 onshore works) 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 shall apply to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 5(1) for the relevant part of the onshore works 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 shall in the design and construction of the authorised works take all measures necessary to prevent EMI and shall 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 shall 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 shall continue to consult with Network Rail (both before and after formal submission of plans under paragraph 5(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail shall 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 shall 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 shall not withhold its consent unreasonably to modifications of Network Rail’s apparatus, but the means of prevention and the

method of their execution shall be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 5(1) shall have effect subject to the sub-paragraph.

(6) If at any time prior to the commencement of regular operation of the onshore works and notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing or commissioning of the authorised works causes EMI then the undertaker shall immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until 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 shall afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail shall afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and
- (c) Network Rail shall 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 shall allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus; and
- (b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs shall be carried out and completed by the undertaker in accordance with paragraph 6.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 15(1) shall apply to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 10(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 43 (Arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Electrical Engineers.

12. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker shall, 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.

13. The undertaker shall 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 shall have first consulted Network Rail and it shall comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

14. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work shall, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

15.—(1) The undertaker shall 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 thereof; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

and the undertaker shall indemnify Network Rail and keep Network Rail indemnified from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission; and the fact that any act 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 shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this Part of this Schedule.

(2) Network Rail shall give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of such a claim or demand shall be made without the prior consent of the undertaker.

(3) The sums payable by the undertaker under sub-paragraph (1) shall 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 shall promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (1) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) 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 1993 Act.

16. Network Rail shall, on receipt of a request from the undertaker, from time to time provide to the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 15) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

17. In the assessment of any sums payable to Network Rail under this Part of this Schedule there shall not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was

not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

18. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works and land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property.

19. Nothing in this Order, or in any enactment incorporated with or applied by this Order, shall prejudice or affect the operation of Part 1 of the Railways Act 1993.

20. The undertaker shall give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent under article 41 (Certification of plans) of this Order and any such notice shall be given no later than 28 days before any such application is made and shall describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

21. The undertaker shall no later than 28 days from the date that the plans are submitted to and certified by the Secretary of State in accordance with article 41 (Certification of plans) are certified by the Secretary of State, provide to Network Rail a set of plans which relate to the specified works in the form of a computer disc with read only memory.

PART 3

For the protection of operators of electronic communications code networks

1.—(1) The following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and the operator.

(2) In 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 communication code;

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act^(a);

“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

^(a) See section 106.

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

“operator” means the operator of an electronic communications code network.

2. The temporary stopping up or diversion of any street under article 13 (temporary stopping up of streets) does not affect any right of the operator under paragraph 9 of the electronic communications code to maintain any apparatus which, at the time of the stopping up or diversion, is in that street.

3.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised works or their construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator, the promoter 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) Sub-paragraph (1) does not apply to—

(a) any apparatus in respect of which the relations between the promoter and an operator are regulated by the provisions of Part 3 of the 1991 Act; or

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised works.

(3) Nothing in sub-paragraph (1) imposes any liability on the promoter 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.

(4) The operator must give the promoter 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 promoter 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.

(5) Any difference arising between the promoter and the operator under this Part of this Schedule is to be referred to and settled by arbitration under article 43 (arbitration).

PART 4

Protection of offshore cables and pipelines

1. The following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and the Company concerned.

2. In this Part of this Schedule—

“cables” means the whole or any part of UK-Denmark-4 cable and the Pangea North Cable System;

“Company” means ; BT in relation to the UK-Denmark-4 cable; Shell U.K Limited in relation to the Shearwater to Bacton (SEAL) pipeline; Gassco in relation to the Langede Pipeline; and Alcatel-Lucent Submarine Networks SAS in relation to the Pangea North Cable System;

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

“Langede Pipeline” means the underwater pipeline transporting Norwegian natural gas to the United Kingdom across the North Sea;

“Pangea North Cable System” means the submarine telecommunications cable system laid between the UK and the Netherlands

“pipelines” means the whole or any part of the Langede pipeline and the Shearwater to Bacton (SEAL) pipeline which are used for the conveyance of any liquid hydrocarbon fuel and in respect of which a Company has an interest for the time being, together with any associated plant and equipment serving those pipelines;

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

“protected property” means the cables and pipelines—

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

“protective works” has the meaning given in paragraph 11 below;

“Shearwater to Bacton (SEAL) Pipeline” means the gas pipeline connecting the Shell terminal in the UK to the Shearwater and Elgin-Franklin gas fields in the Central North Sea;

“specified matter” means any of the following—

- (c) the construction, maintenance, operation or use of the offshore works;
- (d) the construction, maintenance, operation or use of any protective works or safeguarding works; and
- (e) any preparatory action in connection with any activity mentioned in (a) or (b) above;

“Surveyor” means the surveyor or engineer appointed for the purposes of this Part 4 of this Schedule 9;

“UK-Denmark-4 cable” means the out of service telecommunications cable laid between the UK and Denmark;

“works” means Works Nos. 1A, 1B, 2A, 2B,2T, 3A and 3B.

3. In this Part of this Schedule references to the Company are references to any (or, as the case may be, each) Company which has an interest in the protected property concerned for the time being.

4. In this Part of this Schedule references to a Company include references to its successors in title in respect of any protected property.

5. Notwithstanding anything in this Order as shown on the works plans the undertaker shall not pursuant to the powers of this Order appropriate and remove any protected property otherwise than by agreement with the Company.

6. Notwithstanding anything in this Order, except in the case of any part of the protected property which the Company certifies in writing is permanently disused, the undertaker shall not exercise the powers of the Order to relocate any protected property until suitable alternative facilities have been provided by the undertaker and are available for use to the reasonable satisfaction of the Company.

7. The undertaker shall use its best endeavours—

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

8. Not less than eight months before commencing to construct the works the undertaker shall furnish to the Company a programme for the works proposed and a general indication of the nature and location of those works and, if within 28 days from the receipt by a Company of that programme and general indication the Company gives notice in writing to the undertaker that any part of the offshore works indicated in the programme may in any way affect protected property, paragraphs 10 and 11 below shall apply with respect to that part of those works.

9. Upon giving any notice to the undertaker under paragraph 8 above, the Company shall furnish drawings shown to the best of its knowledge the position and depth of the relevant part of the protected property.

10. Not less than four months before commencing to construct any part of the offshore works which may significantly affect the protected property, the undertaker shall furnish to the Company detailed plans and specifications of the relevant part of the offshore works and shall have due regard to any representations made by a Company relating to such plans or to the programme for the works.

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

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

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

14. Except in an emergency (when it shall give such notice as may be reasonably practicable) the undertaker shall give the Company not less than 56 days’ notice of its intention to carry out any works for the repair or maintenance of the works in so far as such works may affect or interfere with the protected property.

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

16. The undertaker shall repay to the Company the reasonable expenses properly incurred by the Company in or in connection with the preparation of drawings or notice referred to in paragraphs 8 or 10 above and by the Company in the watching and inspecting of any protective works relating to protected property.

17.The preceding provisions of this Part of this Schedule shall not apply in relation to any protected property laid by or for the use of the Company after the coming into force of this Order.

18.Nothing in this Part of this Schedule shall affect any enactment or any regulations made under any enactment or any agreement regulating the relations between the undertaker and the Company in respect of any protected property laid within the Order limits for the offshore works on the date on which this Order comes into force.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent for, and authorises the construction, operation and maintenance of two generating stations in the sea between 125 kilometres and 290 kilometres off the UK coast together with all necessary and associated development. For the purposes of the development that it authorises the compulsory purchase of land and rights in land and rights to use land as well as to override easements and other rights. The Order also provides a defence in proceedings in respect of statutory nuisance. 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 imposes requirements 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 41 (certification of plans, etc) of this Order may be inspected free of charge at the offices of [●].

201[X] No. []

INFRASTRUCTURE PLANNING

**The Dogger Bank (Teesside A and B) Offshore Wind Farm
Order 201X**

<i>Made</i> - - - -	<i>201[X]</i>
<i>Laid before Parliament</i>	<i>201[X]</i>
<i>Coming into force</i> - -	<i>201[X]</i>

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