STATUTORY INSTRUMENTS

2025 No. 1366

INFRASTRUCTURE PLANNING

The Morecambe Offshore Windfarm Generation Assets Order 2025

Made - - - - *1st December 2025*

Coming into force *23rd December 2025*

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

The application was examined by an Examining Authority of three members (appointed by the Secretary of State) in accordance with Part 6 of the 2008 Act and carried out in accordance with the Infrastructure Planning (Examination Procedure) Rules 2010(**c**).

The Examining Authority, having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74(2)(**d**) of the 2008 Act made a report and recommendation to the Secretary of State.

The Secretary of State has considered the representations made and not withdrawn, and the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(**e**), and, as national policy statements have effect in relation to the proposed development, has had regard to the documents and matters referred to in section 104(**f**) of the 2008 Act.

(**a**) 2008 c. 29. Section 37 was amended by section 128(2) of, and paragraphs 1 to 5 of Part 1 of Schedule 13 to, the Localism Act 2011 (c. 20).
(**b**) S.I. 2009/2264.
(**c**) S.I. 2010/103, amended by S.I. 2012/635.
(**d**) Section 74 was amended by paragraph 29 of Schedule 13 to the Localism Act 2011 (c. 20).
(**e**) S.I. 2017/572.
(**f**) Section 104 was amended by paragraphs 49 and 54 of Schedule 13 to the Localism Act 2011 (c. 20).

The Secretary of State in exercise of the powers conferred by sections 114, 115, 120(**a**), 140 and 149A(**b**) of the 2008 Act, makes the following Order.

PART 1

Preliminary

Citation and commencement

1. This Order may be cited as the Morecambe Offshore Windfarm Generation Assets Order 2025 and comes into force on 23rd December 2025.

Interpretation

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

"1989 Act" means the Electricity Act 1989(**c**);

"2004 Act" means the Energy Act 2004(**d**);

"2008 Act" means the Planning Act 2008(**e**);

"2009 Act" means the Marine and Coastal Access Act 2009(**f**);

"2016 Order" means the Air Navigation Order 2016(**g**);

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

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

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

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

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

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

"CAA" means the Civil Aviation Authority constituted by the Civil Aviation Act 1982(**i**);

"cable" means any cable up to 275kV for the transmission of electricity and includes direct lay cables, cables laid in cable ducts or protective covers, and further includes fibre optic and other communications cables either within or laid alongside another cable;

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

(**a**) Sections 114, 115 and 120 were amended by sections 128(2) and 140 and Schedule 13, paragraphs 1, 55(1), (2) and 60(1) and (3) of the Localism Act 2011 (c. 20). Relevant amendments were made to section 115 by section 160(1) to (6) of the Housing and Planning Act 2016 (c. 22).
(**b**) Section 149A was inserted by paragraph 4 in Part 1 of Schedule 8 to the Marine and Coastal Access Act 2009 (c. 23).
(**c**) 1989 c. 29.
(**d**) 2004 c. 20. Section 105 was amended by section 69 of the Energy Act 2008 (c. 32).
(**e**) 2008 c. 29.
(**f**) 2009 c. 23.
(**g**) S.I. 2016/765.
(**h**) 1971 c. 80.
(**i**) 1982 c. 16.

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

"Calder Field" means the Calder offshore gas field which underlies United Kingdom Continental Shelf block 110/7a;

"Calder Field Facilities" means the facilities and infrastructure pertaining to the Calder Field;

"commence" means the first carrying out of any licensed activities authorised by the deemed marine licence, save for operations consisting of pre-construction surveys, monitoring surveys and unexploded ordnance surveys, and any derivative of "commence" is to be construed accordingly;

"CPC" means the hydrocarbon production and processing facilities complex known generally as such or the Central Processing Complex located in the United Kingdom Continental Shelf block 110/2a, 110/3a and 110/8a;

"decommissioning programme" has the meaning given by section 105(2) of the 2004 Act(**a**);

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

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

"design statement" means the document certified as the design statement by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

"DF" means direction finding;

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

"electronic transmission" or "sent electronically" means a communication transmitted—

(a) by means of an electronic communications network; or

(b) by other means but whilst in electronic form;

"environmental statement" means the document certified as the environmental statement by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

"foundation" means any one or more of—

(a) a gravity base foundation;

(b) a multi-legged jacket with piling foundation;

(c) a monopile foundation; or

(d) a multi-legged jacket with suction bucket foundation;

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

"HAT" means highest astronomical tide;

"HVAC" means high voltage alternating current;

"IFP" means instrument flight procedures;

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

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

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

"km" means kilometres and "km^2" means square kilometres;

"kV" means kilovolt;

"LAT" means lowest astronomical tide;

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

"m" means metres, "m^2" means square metres and "m^3" means cubic metres;

"maintain" includes inspect, upkeep, repair, adjust and alter the authorised project, and further includes remove, reconstruct and replace any of the ancillary works and any component part of the authorised project (but not including the removal or replacement of foundations) provided that such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement; and any derivative of "maintain" is to be construed accordingly;

"MMO" means the Marine Management Organisation, the body created under the 2009 Act which is responsible for the regulation of the deemed marine licence or any successor of that function;

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

"MHWS" means Mean High Water Springs;

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

"MSA" means minimum sector altitude;

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

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

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

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

"offshore substation platform" or "OSP" means a structure above LAT and attached to the seabed by means of one or more foundations, with one or more decks and open with modular equipment or fully clad, containing—

(a) electrical equipment required to switch, transform or convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;

(b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

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

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

"outline construction method statement" means the document certified as the outline construction method statement by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

"outline fisheries liaison and co-existence plan" means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

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

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

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

"outline project environmental management plan" means the document certified as the outline project environmental management plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

"outline scour protection and cable protection plan" means the document certified as the outline scour protection and cable protection plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

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

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

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

"pin piles" means steel or concrete cylindrical piles either driven or driven and drilled into the seabed to secure steel jacket foundations;

"platform link cables" means the HVAC cables linking the offshore substation platforms to each other;

"requirement" means, or a reference to a numbered requirement is to, those matters set out in Schedule 2 (requirements) to this Order;

"row" means a row of wind turbine generators perpendicular to the prevailing wind;

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

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

"statutory nature conservation body" means a statutory nature conservation body, being the appropriate nature conservation body as defined in regulation 5 of the Conservation of Habitats and Species Regulations 2017(**a**) or its equivalent in the Conservation of Offshore Marine Habitats and Species Regulations 2017(**b**);

"transition piece" means the metal structure attached to the top of the foundation where the base of the wind turbine generator is connected and may include additional equipment such as J-tubes, corrosion protection systems, boat access systems, access platforms, craneage, radar, electrical transmission equipment and associated equipment;

"Trinity House" means the Corporation of Trinity House of Deptford Strond;

"UHF" means ultra high frequency;

"undertaker" means Morecambe Offshore Windfarm Ltd (company registration number: SC734062), or any person who has the benefit of this Order in accordance with article 7 (benefit of this 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, under or over water and which is at the time in, on, under or over water;

"VHF" means very high frequency;

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

"working day" means a day other than a Saturday or Sunday or bank holiday in England and Wales.

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

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

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

(5) The expression "includes" is to be construed without limitation unless the contrary intention appears.

(6) A reference to any statute, order, regulation or similar instrument in this Order is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re–enactment.

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

PART 2

Principal Powers

Development consent etc. granted by this Order

3.—(1) Subject to the provisions of this Order and to the requirements in Schedule 2 (requirements) the undertaker is granted—

(a) development consent for the authorised development; and

(b) consent for the ancillary works;

to be carried out within this Order limits.

Operation of a generating station

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

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

Deemed marine licence under the 2009 Act

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

Power to maintain the authorised project

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

(2) Paragraph (1) does not relieve the undertaker of any requirement to obtain any further licence under Part 4 (marine licensing) of the 2009 Act for licensable activities not authorised by the deemed marine licence.

Benefit of this Order

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

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

(a) transfer to another person ("the transferee") any or all of the benefit of the provisions of this Order (including the deemed marine licence) and such related statutory rights as may be agreed between the undertaker and the transferee; and

(b) grant to another person ("the lessee") for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order (including the deemed marine licence) and such related statutory rights as may be so agreed,

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

(3) The Secretary of State must notify the MMO, and must have regard to any response received from the MMO within 28 days of that notification, before giving consent to the transfer or grant to another person of the benefit of the provisions of the deemed marine licence.

(4) Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit, under paragraph (2)—

(a) the benefit transferred or granted ("the transferred benefit") shall include any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;

(b) the transferred benefit shall reside exclusively with the transferee or, as the case may be, the lessee and the transferred benefit is not enforceable against the undertaker save in the case of a deemed marine licence transferred or granted in respect of any breach of an obligation by the undertaker which occurs prior to such transfer or grant or which occurs as a result of any activity carried out by the undertaker on behalf of the transferee; and

(c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (2) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

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

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

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

(8) A notice required under paragraph (7) must—

(a) state—

(i) the name and contact details of the person to whom the benefit of the provisions will be transferred or granted;

(ii) subject to paragraph (9), the date on which the transfer will take effect;

(iii) the provisions to be transferred or granted; and

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

(b) be accompanied by—

(i) where relevant, a plan showing the works or areas to which the transfer or grant relates; and

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

(9) The date specified under paragraph (8)(a)(ii) must not be earlier than the expiry of 28 days from the date of the receipt of the notice.

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

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

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

PART 3

Miscellaneous and general

Abatement of works abandoned or decayed

8. Where the authorised development or any part of it or any part of the ancillary works are abandoned or allowed to fall into decay, the Secretary of State may, following consultation with the undertaker, issue a written notice requiring the undertaker at its own expense either to repair, make safe or restore one or any of those works, or remove such authorised development or any relevant part of the authorised development or any ancillary works, without prejudice to any notice served under section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act(**a**). The notice may also require the restoration of the site of the relevant part(s) of the authorised development or ancillary works to a safe and proper condition, to such extent and within such limits as may be specified in the notice.

Saving provisions for Trinity House

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

Crown rights

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

(a) belonging to His Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;

(b) belonging to His Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or

(c) belonging to a government department or held in trust for His Majesty for the purposes of a government department without the consent in writing of that government department.

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

Protective provisions

11. Schedule 3 (protective provisions) has effect.

Certification of documents and plans, etc.

12.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of all of the documents listed in Schedule 8 (documents to be certified) for certification that they are true copies of the documents referred to in this Order.

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

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

Service of notices

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

(a) by post;

(b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or

(c) with the consent of the recipient and subject to paragraphs (5) to (7) by electronic transmission.

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

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

(a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and

(b) in any other case, the last known address of that person at the time of service.

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

(a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;

(b) the notice or document is capable of being accessed by the recipient;

(c) the notice or document is legible in all material respects; and

(d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

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

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

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

(a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and

(b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

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

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

(**a**) 1978 c. 30.

Requirements, appeals, etc.

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

Arbitration

15.—(1) Subject to article 9 (saving provisions for Trinity House), any difference under any provision of this Order, unless otherwise provided for, must be referred to and settled by arbitration in accordance with the rules at Schedule 5 (arbitration rules) to this Order, by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving written notice to the other) by the Secretary of State.

(2) For the avoidance of doubt, any matter for which the consent or approval of the Secretary of State or the MMO is required under any provision of this Order shall not be subject to arbitration.

Approvals

16.—(1) Where, under any of the requirements set out in Schedule 2, any condition in Part 2 of Schedule 6, or any provision in Schedules 3, 6 or 7, the approval (which shall include any confirmation or agreement) or notification of or to the Secretary of State or another organisation or body is required, that approval or notification must be given in writing.

(2) With respect to any approval which requires the authorised project to be carried out in accordance with the details approved by the Secretary of State or another organisation or body, the approved details must be carried out as approved unless an amendment or variation is previously agreed by the Secretary of State or that other organisation or body in writing in accordance with paragraph (3).

(3) Any amendments to or variations of the approved details must be in accordance with the principles and assessments set out in the environmental statement. Agreement to amendments or variations may only be given where it has been demonstrated to the satisfaction of the Secretary of State or that other organisation or body that the proposed amendments to the approved details are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(4) The approved details must be taken to include any amendments that have subsequently been approved by the Secretary of State or that other organisation or body.

(5) Where any approval or notification is required in writing this includes by electronic transmission.

Compensation measures

17. Schedule 7 (compensation measures) has effect.

Guarantees in respect of payment of compensation

18.—(1) The undertaker must not commence development unless it has put in place either—

(a) a guarantee and the amount of that guarantee approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions of schedule 3 (protective provisions) part 3 and part 4; or

(b) an alternative form of security and the amount of that security for that purpose approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions of schedule 3 (protective provisions), part 3 and part 4.

(2) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (1) is to be treated as enforceable against the guarantor or person providing the alternative form of security by any

person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

(3) Nothing in this article requires a guarantee or alternative form of security to be in place after the Secretary of State, having consulted with the licensee, has confirmed in writing that the Calder Field Facilities and the CPC have been decommissioned.

(4) Nothing in this article requires a guarantee or alternative form of security to be put in place by the undertaker where—

(a) the undertaker provides the Secretary of State with financial information sufficient to demonstrate that it has appropriate funding in place without a guarantee or alternative form of security to meet any liability to pay compensation under this Order in respect of the exercise of the relevant powers in paragraph (1); and

(b) The Secretary of State provides confirmation that no such guarantee is required.

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

David Wagstaff
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SCHEDULE 1

Article 2

Authorised Project

PART 1

Authorised Development

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

Work No. 1—

(a) up to 35 wind turbine generators each fixed to the seabed by a foundation; and

(b) a network of subsea inter-array cables between the wind turbine generators and between the wind turbine generators and the offshore substation platforms forming part of Work No. 2 including cable crossings and cable protection;

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

Work No. 2—

(a) one or two offshore substation platforms each fixed to the seabed by a foundation; and

(b) a network of subsea platform link cables including cable crossings and cable protection.

In connection with Work No. 1 and Work No. 2 further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the works assessed by the environmental statement, including—

(a) scour protection around the foundations of the offshore structures;

(b) cable protection measures;

(c) the removal of material from the seabed and the disposal of inert material of natural origin within this Order limits produced during seabed preparation for and installation of

foundations and cables (including sandwave clearance and seabed levelling) and boulder clearance;

(d) removal of out of service cables and static fishing equipment; and

(e) disposal of drill arisings in connection with any foundation drilling up to a total of 55,865 m^3.

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

Table 1

Point	*Latitude*	*Longitude*
1	53° 50′ 11.03673656″ N	003° 36′ 31.65915051″ W
2	53° 49′ 41.72634557″ N	003° 34′ 15.69323747″ W
3	53° 49′ 45.14948499″ N	003° 29′ 48.00160838″ W
4	53° 45′ 16.81576507″ N	003° 29′ 38.45882862″ W
5	53° 45′ 00.78002400″ N	003° 36′ 04.79995593″ W

PART 2

Ancillary works

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

(a) moorings or other means of accommodating vessels in the construction or maintenance of the authorised development; and

(b) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

SCHEDULE 2

Article 2

Requirements

Time limits

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

Design parameters

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

(2) No part of any wind turbine generator to be constructed as part of the authorised project shall oversail or extend beyond this Order limits.

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

Table 2

Parameter	*Value*
Maximum number of wind turbine generators	35
Maximum total rotor swept area (m^2)	1,858,252

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

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

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

Aviation safety

3.—(1) The undertaker must exhibit such lights, with such shape, colour and character and at such times as are required by the 2016 Order (with any reference in this Order to the territorial sea being read as a reference to the Renewable Energy Zone established under section 84 of the Energy Act 2004(**a**)) and/or determined necessary for aviation safety as directed in writing by the Civil Aviation Authority, in consultation with the Defence Infrastructure Organisation Safeguarding. Lighting installed specifically to meet Ministry of Defence aviation safety requirements must remain operational for the lifetime of the authorised project unless otherwise agreed with the Ministry of Defence.

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

(a) the date of the commencement of construction of the authorised project;

(b) the date any wind turbine generators are anticipated to be brought into use;

(c) the latitude, longitude and maximum height of any construction equipment with a height of 50m or greater (above mean sea level) to be used;

(d) the maximum height of any wind turbine generator, meteorological mast and offshore electrical platform to be constructed;

(e) the latitude and longitude of each wind turbine generator, meteorological mast and offshore substation platform to be constructed; and

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

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

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

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

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

(3) For the purposes of this requirement—

"operator" means NATS (En Route) plc, incorporated under the Companies Act 2006 (4129273) whose registered office is 4000 Parkway, Whiteley, Fareham, Hants PO15 7FL or such other organisation licensed from time to time under sections 5 and 6 of the Transport Act 2000(**b**) to provide air traffic services to the relevant managed area (within the meaning of section 40 of that Act); and

"primary radar mitigation scheme" or "scheme" means a detailed scheme agreed with the operator which sets out the measures to be taken to avoid at all times the impact of the

(**a**) 2004 c. 20.
(**b**) 2000 c. 38.

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

Operation of Blackpool Airport

5.—(1) No part of any wind turbine generator or offshore substation platform (excluding foundations) shall be erected as part of the authorised development until the Secretary of State, having consulted with the operator and the CAA, has confirmed that he is satisfied that—

(a) appropriate mitigation will be implemented and maintained throughout the lifetime of the authorised development; and

(b) appropriate arrangements have been put in place with the operator to ensure that such appropriate mitigation is implemented prior to construction of any wind turbine generator or offshore substation platform (excluding foundations) and thereafter maintained.

(2) For the purposes of this requirement—

"appropriate mitigation" means measures required to prevent or remove any adverse impacts which the authorised development will have on the ability of the operator to provide safe airport operational and air traffic services (including but not limited to any adverse impacts on instrument flight procedures (including minimum sector altitudes), very high frequency radio and direction finding communication systems) for Blackpool Airport;

"approved mitigation" means the appropriate mitigation approved by the Secretary of State in consultation with the CAA and the operator in accordance with sub-paragraph (1); and

"operator" means Blackpool Airport Operations Limited (incorporated in England and Wales with company number 09307995 and whose registered office is Number One Bickerstaffe Square, Talbot Road, Blackpool FY1 3AH), or any successor as holder of a licence under the Commission Regulation (EU) No. 139/2014 (or any successor regulation) from the CAA to operate Blackpool Airport;

(3) The undertaker shall thereafter comply with all obligations contained within the approved mitigation throughout the lifetime of the authorised development and for as long as any above waterline structures forming part of the authorised development remain in situ.

Operation of Walney Aerodrome (Air Traffic Services)

6.—(1) No part of any wind turbine generator or any offshore substation platform shall be erected as part of the authorised development until the Secretary of State has, having consulted with the CAA and the operator—

(a) approved an ATS mitigation scheme; and

(b) confirmed that he is satisfied that the approved ATS mitigation scheme has been implemented by the operator.

(2) For the purposes of this requirement—

"approved ATS mitigation scheme" means the ATS mitigation scheme as approved by the Secretary of State in accordance with sub-paragraph (1)(a);

"ATS mitigation scheme" means a scheme which is designed to prevent or remove any adverse impacts arising from the authorised development on the operation of Walney Aerodrome, including but not limited to—

(a) the Aerodrome's ability to provide and deliver, on an uninterrupted basis—

(i) national sovereign defence capabilities;

(ii) safe airport operational and air traffic services that are fit for purpose for both civil and military aircraft operations; and

(iii) any other operational requirements which are identified by the operator; and

(b) the Aerodrome's IFP, MSA and VHF communication systems; and

"operator" means BAE Systems Marine Limited (incorporated in England and Wales with company number 00229770, whose registered office is at Victory Point, Lyon Way, Frimley, Camberley, Surrey GU16 7EX) or such other organisation as is licensed from time to time under sections 5 and 6 of the Transport Act 2000(**a**) to provide air traffic services at Walney Aerodrome or any organisation employed by BAE Systems Marine Limited to provide an air traffic service at Walney Aerodrome.

(3) The approved ATS mitigation scheme must remain in place and be complied with for the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 10).

(4) The undertaker shall be solely responsible for the costs of—

(a) implementing the approved ATS mitigation scheme prior to the erection of any part of any wind turbine generator or any offshore substation platform forming part of the authorised development;

(b) thereafter maintaining, repairing and replacing, including without limitation resolving any failure (howsoever caused) of, the approved ATS mitigation scheme throughout the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 10); and

(c) in the event of any amendment being made to the authorised development which gives rise to adverse impacts on the operation of Walney Aerodrome which are new or different to those identified by the environmental statement, working with the CAA and the operator in good faith to agree any additional mitigation measures required to prevent or remove such adverse impacts throughout the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 10), together with the costs of implementing and maintaining on an ongoing basis those additional mitigation measures.

Operation of Warton Aerodrome (Air Traffic Services)

7.—(1) No part of any wind turbine generator or any offshore substation platform shall be erected as part of the authorised development until the Secretary of State has, having consulted with the CAA and the operator—

(a) approved an ATS mitigation scheme; and

(b) confirmed that he is satisfied that the approved ATS mitigation scheme has been implemented by the operator.

(2) For the purposes of this requirement—

"approved ATS mitigation scheme" means the ATS mitigation scheme as approved by the Secretary of State in accordance with sub-paragraph (1)(a);

"ATS mitigation scheme" means a scheme which is designed to prevent or remove any adverse impacts arising from the authorised development on the operation of Warton Aerodrome, including but not limited to—

(a) the Aerodrome's ability to provide and deliver, on an uninterrupted basis—

(i) national sovereign defence capabilities;

(ii) safe airport operational and air traffic services that are fit for purpose for both civil and military aircraft operations; and

(iii) any other operational requirements which are identified by the operator; and

(b) the Aerodrome's IFP, MSA, DF, UHF and VHF communication systems; and

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(**a**) 2000 c. 38.

"operator" means BAE Systems (Operations) Limited (incorporated in England and Wales with company number 01996687, whose registered office is at Victory Point, Lyon Way, Frimley, Camberley, Surrey GU16 7EX) or such other organisation as is licensed from time to time under sections 5 and 6 of the Transport Act 2000(**a**) to provide air traffic services at Warton Aerodrome or any organisation employed by BAE Systems (Operations) Limited to provide an air traffic service at Warton Aerodrome.

(3) The approved ATS mitigation scheme must remain in place and be complied with for the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 10).

(4) The undertaker shall be solely responsible for the costs of—

(a) implementing the approved ATS mitigation scheme prior to the erection of any part of any wind turbine generator or any offshore substation platform forming part of the authorised development;

(b) thereafter maintaining, repairing and replacing, including without limitation resolving any failure (howsoever caused) of, the approved ATS mitigation scheme throughout the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 10); and

(c) in the event of any amendment being made to the authorised development which gives rise to adverse impacts on the operation of Warton Aerodrome which are new or different to those identified by the environmental statement, working with the CAA and the operator in good faith to agree any additional mitigation measures required to prevent or remove such adverse impacts throughout the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 10), together with the costs of implementing and maintaining on an ongoing basis those additional mitigation measures.

Warton Aerodrome Primary Surveillance Radar

8.—(1) No part of any wind turbine generator shall be erected as part of the authorised development until a radar mitigation scheme has been submitted to and approved by the Secretary of State, in consultation with the Ministry of Defence and the operator.

(2) For the purposes of this requirement—

"approved radar mitigation scheme" means the radar mitigation scheme as approved by the Secretary of State in accordance with sub-paragraph (1);

"Ministry of Defence" means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, St George's House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY or any successor body;

"operator" means BAE Systems (Operations) Limited (incorporated in England and Wales with company number 01996687, whose registered office is at Victory Point, Lyon Way, Frimley, Camberley, Surrey GU16 7EX) or such other organisation as is licensed from time to time under sections 5 and 6 of the Transport Act 2000(**b**) to provide air traffic services at Warton Aerodrome or any organisation employed by BAE Systems (Operations) Limited to provide an air traffic service at Warton Aerodrome;

"PSR" means the primary surveillance radar at Warton Aerodrome or any upgrade thereto or replacement thereof;

(**a**) 2000 c. 38.
(**b**) 2000 c. 38.

"PSR air traffic control operations" means the air traffic control operations, including both civil and military aircraft operations, of the Ministry of Defence or the operator or both which are reliant upon the PSR; and

"radar mitigation scheme" means a scheme designed to prevent or remove any adverse impacts arising from the authorised development upon the operation of the PSR or the PSR air traffic control operations.

(3) No wind turbine generator erected as part of the authorised development shall be permitted to rotate its rotor blades about its horizontal axis other than for the purpose of testing the proposed mitigation solution identified in the approved radar mitigation scheme until the Secretary of State, following consultation with the Ministry of Defence and the operator, has confirmed that he is satisfied that—

(a) the proposed mitigation solution has been subject to technical and operational assessment and, in particular, has undergone 'in-situ' testing in line with the requirements of (and for the time period(s) specified in) the approved radar mitigation scheme;

(b) the performance criteria required to be met by the proposed mitigation solution, as specified in the approved radar mitigation scheme, have been met; and

(c) the approved radar mitigation scheme has been implemented by the operator.

(4) The approved radar mitigation scheme must remain in place and be complied with for so long as any of the wind turbine generators erected as part of the authorised development are operational and provided that the PSR remains an operational requirement of the Ministry of Defence or the operator or both.

(5) The undertaker shall be solely responsible for the costs of—

(a) implementing the approved radar mitigation scheme prior to any wind turbine generator erected as part of the authorised development being permitted to rotate its rotor blades about its horizontal axis;

(b) thereafter maintaining, repairing and replacing, including without limitation resolving any failure (howsoever caused) of, the approved radar mitigation scheme for so long as any of the wind turbine generators erected as part of the authorised development are operational and provided that the PSR remains an operational requirement of the Ministry of Defence or the operator or both; and

(c) in the event of any amendment being made to the authorised development which gives rise to new or different adverse impacts to those identified in the environmental statement on the operation of the PSR or the PSR air traffic control operations , working with the Ministry of Defence and the operator in good faith to agree any additional mitigation measures required to prevent or remove such adverse impacts for so long as any of the wind turbine generators erected as part of the authorised development are operational and provided that the PSR remains an operational requirement of the Ministry of Defence or the operator or both, together with the costs of implementing and maintaining on an ongoing basis those additional mitigation measures.

Air traffic services at Isle of Man Airport

9.—(1) No part of any wind turbine generator (excluding foundations) shall be erected as part of the authorised development until the Secretary of State, having consulted with the operator and the Isle of Man Civil Aviation Administration, confirms that either—

(a) no mitigation is required in respect of the authorised development; or

(b) should mitigation be required in respect of the authorised development—

(i) an appropriate mitigation scheme will be implemented and maintained for the lifetime of the authorised development; and

(ii) a mitigation agreement has been offered to the operator to ensure that the appropriate mitigation will be implemented.

(2) For the purposes of this requirement—

"appropriate mitigation scheme" means a scheme agreed between the undertaker and the operator which sets out measures taken to prevent or remove any adverse impacts of the authorised development on the Isle of Man Primary Surveillance Radar and air traffic management operations and the operator's ability to provide safe and efficient air traffic services for Isle of Man Airport during the life of the authorised development;

"approved mitigation" means an appropriate mitigation scheme approved in accordance with sub-paragraph (1)(b); and

"operator" means Isle of Man Airport or such other organisation as is licensed from time to time to provide air traffic services for Isle of Man Airport.

(3) The undertaker shall thereafter comply with all obligations contained within the approved mitigation for the lifetime of the authorised development.

Decommissioning

10. No part of the authorised development may commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act has been submitted to and approved by the Secretary of State.

Port Access and Transport Plan

11.—(1) Where a port in England or Wales is selected as a port to be used to facilitate the transport of wind turbine generators, offshore substation platforms or foundations (including scour protection) in connection with the construction, operation or maintenance of the authorised development, over land to the site of the authorised development, no part of the authorised development may commence until a port access and transport plan (which accords with the outline port access and transport plan) for the onshore port-related traffic to and from the port or ports and relating to that part of the authorised development has been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority.

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

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

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

Skills and Employment Plan

12.—(1) No part of the authorised development may commence until a skills and employment plan has been submitted to and approved by the relevant authorities.

(2) The skills and employment plan must be in accordance with the outline skills and employment plan and must be implemented as approved for the lifetime of the authorised development.

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

(a) any planning authority in whose area a port selected under Requirement 11 is located.

Wake Effects

13.—(1) No part of any WTG may be erected as part of the authorised development until either—

(a) a wake effects plan has been submitted to and approved by the Secretary of State following consultation with the owners of the existing offshore wind farms; or

(b) the undertaker has provided evidence to the Secretary of State that alternative mitigation for wake effects has been agreed with each of the owners of the existing offshore wind farms.

(2) A wake effects plan provided in accordance with paragraph (1)(a) must include—

(a) details of reasonable steps that have been taken by the undertaker in the final design of the authorised development or reasonable measures which will be applied during the operation of the authorised development (or both) to minimise wake effects on the existing offshore wind farms without materially reducing the capacity of the authorised development;

(b) a wake effects assessment showing the modelled wake effect of the proposed final design on the existing offshore wind farms;

(c) details of consultation with the owners of the existing offshore wind farms and the extent of any agreement or disagreement with them on—

(i) whether any design changes or operational measures could further reduce the wake effect impacts; and

(ii) the conclusions of the wake effects assessment provided under paragraph 2(b).

(3) Where paragraph (1)(a) applies, the wake effects plan must be implemented as approved and the design plan submitted to the licensing authority under condition 9(1)(a) of Schedule 6 (Deemed Marine Licence under the 2009 Act: Morecambe Offshore Windfarm Generation Assets) to this Order must be in accordance with any approved wake effects plans.

(4) For the purposes of this requirement—

"existing offshore wind farms" includes the following—

(a) Barrow Offshore Windfarm;

(b) Burbo Bank Offshore Windfarm;

(c) Burbo Bank Extension Offshore Windfarm;

(d) Walney 1 Offshore Windfarm;

(e) Walney 2 Offshore Windfarm;

(f) Walney Extension 3 Offshore Windfarm;

(g) Walney Extension 4 Offshore Windfarm; and

(h) West of Dudson Sands Offshore Windfarm

provided that such wind farm remains operational on the date on which the application to discharge this requirement is made.

SCHEDULE 3

Article 11

Protective provisions

PART 1

For the protection of offshore cables

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

2.—(1) In this Part—

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

"Company" means—

(a) EXA Infrastructure Express UK Limited (company number 08257476) and having its registered address at 5th Floor, 40 Strand, London, United Kingdom, WC2N 5RW in relation to the Hibernia A cable; and

(b) Vodafone Group PLC (company number 01833679) and having its registered address at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN in relation to the Lanis-1 cable;

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

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

"Lanis-1 cable" means the submarine telecommunications cable laid between the United Kingdom and the Isle of Man;

"Hibernia A cable" means the submarine telecommunications cable laid between the United Kingdom and Canada;

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

"protected property" means the cables—

(a) any part of which is situated within this Order limits for the authorised development; and

(b) in respect of which a Company has an interest for the time being;

"protective works" has the meaning given in paragraph 10; and

"works" means Work No. 1 and Work No. 2.

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

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

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

6. The undertaker must use reasonable endeavours—

(a) in exercising any of the powers conferred by this Order to avoid or (failing avoidance) to minimise any damage or disruption to the protected property; and

(b) without limiting sub-paragraph (a), to ensure that the works do not at any time fall into such a condition as to compromise the integrity or operation of the protected property.

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

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

9. Not less than two calendar months before commencing construction of any part of the authorised development that may significantly affect the protected property, the undertaker must

furnish to the Company detailed plans and specifications of the relevant part of the authorised development and must have due regard to any representations made by the Company relating to such plans or to the programme for the works and make reasonable changes required to avoid risk of harm to the protected property by the construction of the relevant part of the authorised development.

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

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

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

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

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

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

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

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

PART 2

For the protection of Harbour Energy

Application

1. For the protection of the owners from time to time of the Calder Field which at the date stated in article 1 (citation and commencement) of this Order is Harbour Energy, unless otherwise agreed in writing between the undertaker and the owner the provisions of this Part of this Schedule shall have effect until completion of all activities required under any statutory decommissioning plan required under the Petroleum Act 1998 in relation to the Calder Field.

Interpretation

2. In this Part of this Schedule—

"cable" means the power and telecommunications cables connecting the Calder Platform to the Central Processing Platform 1 complex located in the South Morecambe Field (United Kingdom Continental Shelf block 110/3a) shown purple and annotated as Calder to CPP1 on the Harbour Protective Provisions Plan;

"Calder Field" means the Calder offshore gas field which underlies United Kingdom Continental Shelf block 110/7a;

"Calder Field Facilities" means the facilities and infrastructure pertaining to the Calder Field;

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

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

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

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

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

"licence" means United Kingdom Petroleum Production Licence P099;

"ministerial statement" means the written statement given by the Secretary of State for Energy and Climate Change to the UK Parliament regarding Crown Estate Leases for Offshore Renewables Projects on 12 July 2011, or any similar supplementary or replacement policy;

"owner" means the owners from time to time of the Calder Field, which at the date stated in article 1 (citation and commencement) of this Order is Harbour Energy;

"owner's works" means any exploration, appraisal, development, production, maintenance, interventions or decommissioning activity in accordance with and pursuant to the licence or any statutory decommissioning plan required under the Petroleum Act 1998 in relation to the Calder Field Facilities;

"pipeline and cable proximity area" means the area five hundred meters (500m) either side and directly above the pipeline and cable, shown edged pink and annotated as the pipeline and cable proximity area on the Harbour Protective Provisions Plan;

"pipeline" means—

(a) the 3″ Rivers onshore terminal to Calder chemical pipeline with pipeline reference number PL1965; and

(b) the 24″ Calder to Rivers onshore terminal gasp pipeline with pipeline reference number PL1966,

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

"relevant activities" means all development activity relating to the carrying on of the undertaker's and owner's businesses within or adjacent to—

(a) the pipeline and cable proximity area;

(b) the WTG and OSP aviation buffer zone;

(c) the WTG and OSP marine buffer zone; or

(d) the WTG marine corridor,

as the case may be, including (but not limited to) the preparation of development proposals, the submission of applications for statutory consents associated with those proposals and consultation in respect thereof, or the acquisition of or application for new oil or gas blocks;

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

"WTG and OSP aviation buffer zone" means—

(a) a circular area of three point seven six nautical miles (3.76 nm) of clear airspace measured from the nearest outer extremity edge of the Calder Platform to any tip from any wind turbine generator located within this Order limits and extending vertically from mean sea level; and

(b) a circular area three point seven six nautical miles (3.76 nm) of clear airspace measured from the nearest outer extremity edge of CPP1 to any tip from any wind turbine generator located within this Order limits;

each as shown edged dashed purple annotated as the WTG and OSP aviation buffer zone on the Harbour Protective Provisions Plan;

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

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

Restriction on authorised development

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

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

4. Prior to 1st January 2029, no wind turbine generator or offshore substation platform shall be erected in the WTG and OSP aviation buffer zone unless otherwise agreed in writing between the owner and the undertaker.

5. The restrictions in paragraphs 3 and 4 in the WTG and OSP aviation buffer zone, WTG and OSP marine buffer zone, and WTG marine corridor shall cease to have effect if the Secretary of State, having consulted with the owner, has confirmed in writing that the Calder Field Facilities have been decommissioned.

Coexistence agreement

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

Provision of information

7. Without prejudice to any other rights or obligations under this Part of this Schedule the owner and the undertaker shall from time to time keep each other informed of relevant activities such that the owner and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable until completion of activities required under any statutory decommissioning plan required under the Petroleum Act 1998 in relation to the Calder Field Facilities.

Cooperation

8. The undertaker and the owner must each act in good faith and use reasonable endeavours to cooperate with, and provide assistance to, each other as may be required to give effect to the provisions of this Schedule.

9. Nothing in this Part of this Schedule shall affect any rights or obligations or assessment of compensation in accordance with the ministerial statement and any associated guidance.

Arbitration

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

PART 3

For the protection of Spirit Energy Production UK Limited

Application

1. For the protection of the licensee from time to time of the United Kingdom petroleum production licenses with references P.251, P.1483 and P.153 (as the same may be assigned, amended or replaced from time to time) which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited, the provisions of this Part of this Schedule shall have effect for so long as any of the said licences shall remain extant unless otherwise agreed in writing between the undertaker and the licensee.

Interpretation

2. In this Part of this Schedule—

"additional costs" means any additional costs reasonably and properly incurred and evidenced by the licensee in carrying out the licensee's operations (which for the avoidance of doubt includes decommissioning operations) caused by the construction, operation or decommissioning of the authorised development (and includes all reasonable costs incurred by the licensee in engaging and retaining such experts, consultants and contractors as may be reasonably necessary to allow the licensee to carry out its operations under the licence) but excluding any costs prior to 1 June 2029 and consequential loss;

"AP-1 helideck" means the helideck located on the accommodation platform at CPC the coordinates of which are—

Location	*Lat WGS84 (DD MM SS.sss)*	*Lon WGS84 (DD MM SS.sss)*
AP-1 helideck	53° 50' 44.348" N	003° 35' 00.579" W

"authorised development" has the same meaning as in Schedule 1 of this Order and shall include any part of the said works including any preparatory works;

"cable" means the power and telecommunications cables connecting CPC to the DP3 wells shown terracotta pink and annotated as CPC to DP3 on the Spirit Protective Provisions Plan;

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

"cessation of production" or "COP" means the date on which production from the relevant field/reservoir permanently ceases for whatever reason, as formally notified to the Oil and Gas Authority of the United Kingdom (trading as the North Sea Transition Authority);

"consequential loss" means, with the exception of foreseeable losses—

(a) any consequential or indirect loss under English law; or

(b) any of the following in each case whether direct or indirect to the extent that these are not included in (a)—

(i) loss or damage arising out of any delay, postponement, interruption or loss of production of hydrocarbons, any inability to produce, process or deliver hydrocarbons or any loss of or anticipated loss of use, profit or revenue (for the avoidance of doubt the undertaker and licensee do not consider such to be foreseeable losses);

(ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable under any contract for sale, exchange, transportation, processing, storage or other disposal of hydrocarbons (for the avoidance of doubt the undertaker and licensee do not consider such to be foreseeable losses);

(iii) loss of expectation or opportunity; or

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

"CPC" means the hydrocarbon production and processing facilities complex known generally as such or the Central Processing Complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

"DP-1 helideck" means the helideck located on drilling production platform 1 located at CPC the coordinates of which are—

Location	*Lat WGS84 (DD MM SS.sss)*	*Lon WGS84 (DD MM SS.sss)*
DP-1 helideck	53° 50' 45.272" N	003° 34' 50.140" W

"DP-6 helideck" means the helideck located on drilling production platform 6 the coordinates of which are—

Location	*Lat WGS84 (DD MM SS.sss)*	*Lon WGS84 (DD MM SS.sss)*
DP-6 helideck	53° 51' 50.155" N	003° 37' 04.993" W

"DP-8 helideck" means the helideck located on drilling production platform 8 the coordinates of which are—

Location	*Lat WGS84 (DD MM SS.sss)*	*Lon WGS84 (DD MM SS.sss)*
DP-8 helideck	53° 53' 26.724" N	003° 37' 27.233" W

"foreseeable losses" means losses, damages, costs, or expenses suffered by the licensee that arise naturally from, out of, or relating to the construction, operation, maintenance, repair, replacement and decommissioning of the authorised development (or any part thereof) or the failure of it (or any part thereof) that were reasonably contemplated by the undertaker and licensee at 4 November 2025, including, but without limitation to the forgoing—

(a) losses, damages, costs or expenses suffered by the licensee in respect of additional aviation and / or maritime resources (including walk-to-work vessels); and

(b) losses, damages, costs or expenses suffered by the licensee in respect of additional activities required to be performed in order for the licensee's operations to be compliant with prevailing laws and regulations;

"helidecks" means the AP-1 helideck, the DP-1 helideck, the DP-6 helideck and the DP-8 helideck and "helideck" shall mean any one of them (as the context so requires);

"hydrocarbon free" means the condition of facilities, equipment or systems where the same have been cleaned and verified to contain hydrocarbon levels below the flammable threshold, in accordance with the Energy Institute's EI15 guidance;

"interim to enduring aviation buffer change date" means the earlier of: (a) the date CPC is hydrocarbon free; or (b) 1 April 2031;

"legacy wells" means the legacy wells known as DP3 (C1-5), 110/3-3, 110/8-2, 110/8A-7, 110/8-2 Relief and 110/8a-C5 Relief, the coordinates for which are—

Wells	*Latitude*	*Longitude*
DP3 (C1-5)	53°49'0.6155"N	3°33'36.1013"W
110/3-3	53°50'15.4200"N	3°34'50.9700"W
110/8-2	53°49'40.9985"N	3°33'22.7997"W
110/8A-7	53°46'4.3984"N	3°34'24.5556"W
110/8-2 Relief	53°49'57.1774"N	3°33'23.0190"W
110/8a-C5 Relief	53°49'40.4140"N	3°34'2.7666"W

and "legacy well" shall mean any of them (as the context so requires);

"licence" means United Kingdom Petroleum Production Licence P.153, United Kingdom Petroleum Production Licence P.1483 and United Kingdom Petroleum Production Licence P.251 (as any or all of the same may be assigned, amended or replaced from time to time);

"licensee" means the holder from time to time of any of the licences, which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited;

"licensee's operations" means exploration, appraisal, development, production, transportation maintenance, repair replacement, interventions or decommissioning activity in accordance with and pursuant to the licence;

"O&G decommissioning date" means the date on which Offshore Petroleum Regulator for Environment and Decommissioning (or any successor body) confirms acceptance of the close-out reports for the decommissioning of Spirit Energy's East Irish Sea assets under the licence;

"offshore substation platform" or "OSP" means Work No. 2(a) as defined in Part 1 of Schedule 1 to this Order but excluding transition pieces;

"pipeline" means—

(a) the decommissioned 24" gas Morecambe DP3 to CPC pipeline with pipeline reference number PL195; and

(b) the decommissioned 2" Morecambe CPC to DP3 pipeline with pipeline reference number PL205;

shown purple and annotated as PL195 and PL205 on the Spirit Protective Provisions Plan, together with any associated umbilicals, plant and equipment serving those pipelines; "pipeline and cable proximity area" means the area five hundred meters (500m) either side and directly above the pipeline and cable measured from the centre line of the pipeline and cable, which is partially shown (insofar as the pipeline and cable are located within this Order limits) edged pink and annotated as the pipeline and cable proximity area on the Spirit Protective Provisions Plan;

"Spirit Protective Provisions Plan" means the plan dated 3 November 2025 with reference FLO-MOR-GIS-MAP038a-V3-Protective Provisions-Rev001 and certified as the Spirit Protective Provisions Plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

"temporary surface infrastructure" means any fixed temporary infrastructure to be used in the construction, operation and maintenance, and decommissioning of the authorised development including, but not limited to, jack-up barges and buoys, but does not include—

(a) temporary surface infrastructure in transit;

(b) vessels undertaking geotechnical, geophysical or other surveys, or vessels undertaking sea bed preparation works (insofar as these are outside the WTG and OSP aviation enduring buffer zone, WTG and OSP marine buffer zone, WTG marine corridor, well buffer zone and pipeline and cable proximity area); and

(c) temporary surface infrastructure used for the construction of WTGs, offshore platforms, transition pieces or inter-array cables where the erection of such WTGs, offshore platforms, transition pieces or inter-array cables is permitted (at that time and in that place) by paragraph 3;

"TP and OSP aviation interim buffer zone" means a circular area of three nautical miles (3nm) of unobstructed airspace measured from each of the AP-1 helideck and DP-1 helideck in all directions and extending vertically from mean sea level shown edged light purple and annotated as the TP and OSP aviation interim buffer zone on the Spirit Protective Provisions Plan;

"transition piece" means the connecting piece of infrastructure which connects a foundation to a tower, any wind turbine generator foundation or any offshore substation platform foundation (none of which shall protrude from the water above a maximum of 30m above mean sea level);

"well buffer zone" means—

(a) in respect of each legacy well DP3 (C1-5) 110/8-2 and 110-8a-C5 Relief a five hundred metre (500m) radius buffer shown by pale blue shading edged grey and annotated as well buffer zone on the Spirit Protective Provisions Plan; and

(b) in respect of legacy well 110/8A-7 a five hundred metre (500m) radius buffer of clear seabed space, shown by pale blue shading edged grey and annotated as well buffer zone on the Spirit Protective Provisions Plan, but with exception that wind turbine generator blades would be permitted to over sail up to the limit of a four hundred metre (400m) radius buffer shown hatched light purple and edged purple and annotated as the well over sail buffer zone on the Spirit Protective Provisions Plan;

"wind turbine generator" or "WTG" means Work No. 1(a) as defined in Part 1 of Schedule 1 to this Order but excluding transition pieces;

"WTG and OSP aviation interim buffer zone" means an area of three point seven two nautical miles (3.72 nm) of airspace measured from each of the AP-1 helideck and DP-1 helideck in all directions and extending vertically from mean sea level shown edged blue and annotated as the WTG and OSP aviation interim buffer zone on the Spirit Protective Provisions Plan;

"WTG and OSP aviation enduring buffer zone" means an area of one point nine nautical miles (1.9 nm) of unobstructed airspace measured from each of the AP-1 helideck and DP-1 helideck in all directions and extending vertically from mean sea level shown edged light green and annotated as the WTG and OSP aviation enduring buffer zone on the Spirit Protective Provisions Plan;

"WTG and OSP marine buffer zone" means an area of one point five nautical miles (1.5 nm) of unobstructed sea space measured from each of the AP-1 helideck and DP-1 helideck in all directions shown to its southern extent edged in orange and annotated as the WTG and OSP marine buffer zone on the Spirit Protective Provisions Plan; and

"WTG marine corridor" means a one nautical mile (1 nm) wide corridor of unobstructed sea space between the Calder Platform and the AP-1 helideck shown edged in dashed dark green and annotated as the WTG marine corridor on the Spirit Protective Provisions Plan.

Restriction on authorised development

3.—(1) No wind turbine generator, inter-array cables (other than crossings by inter-array cables of the pipeline and cable proximity area that are the subject of a crossing agreement between the undertaker and the licensee which the parties shall use reasonable endeavours to agree), offshore substation platform, transition piece or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor unless otherwise agreed in writing between the licensee and the undertaker until (in the case of the WTG and OSP marine buffer zone and the WTG marine corridor only) after the O&G Decommissioning Date (the pipeline and cable proximity area remains for so long as the provisions of this Part of this Schedule shall have effect).

(2) No vessel or surface infrastructure or temporary surface infrastructure in transit by or attributable to the undertaker or its agents or contractors in exercising the powers conferred by this Order shall pass within five hundred metres (500 m) of any of the helidecks at any time nor within five hundred metres (500m) of any of the legacy wells whilst any rig or other vessel owned, controlled or instructed by the licensee, is present at this location unless otherwise agreed in writing between the licensee and the undertaker.

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

(4) No wind turbine generator, temporary surface infrastructure or offshore substation platform shall be erected in the WTG and OSP aviation interim buffer zone unless otherwise agreed in writing between the licensee and the undertaker until after the interim to enduring aviation buffer change date.

(5) No transition piece shall be erected in the WTG and OSP aviation interim buffer zone unless otherwise agreed between the licensee and the undertaker until after the earlier of the date of COP in respect of all fields/reservoirs supported by CPC or 1 July 2030.

(6) No transition piece shall be erected in the TP and OSP aviation interim buffer zone unless otherwise agreed between the licensee and the undertaker until after the interim to enduring aviation buffer change date.

(7) No wind turbine generator, inter-array cables, offshore substation platform, transition piece of temporary surface infrastructure shall be erected in the WTG and OSP aviation enduring buffer zone unless otherwise agreed in writing between the licensee and the undertaker until after the O&G Decommissioning Date.

(8) No wind turbine generator, inter-array cables, offshore substation platform, transition piece or temporary surface infrastructure shall be erected in any well buffer zone unless otherwise agreed in writing between the licensee and the undertaker.

Simultaneous Operations

4. Prior to commencement of construction of the authorised development, the undertaker and the licensee shall use reasonable endeavours to agree arrangements in a co-existence agreement incorporating relevant standard UK oil and gas industry proximity agreement terms for the coordination of access and simultaneous operations to include (but not be limited to) the provision of—

(a) schedules of and scope of works;

(b) design specifications;

(c) proposed timing of the execution of works;

(d) methods of working;

(e) navigation routes; and

(f) a notifications procedure.

Cooperation

5. The undertaker and the licensee must each act in good faith and use reasonable endeavours to cooperate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part of this Schedule.

6. Without prejudice to any other rights or obligations under this Part of this Schedule the licensee and the undertaker shall (to the extent not already shared prior to the date of this Order coming into force) as soon as reasonably practicable following a request provide to the other programme information in relation to their development and decommissioning proposals and activities within or adjacent to this Order limits or any buffer zone (including in the case of the licensee the anticipated date of COP in respect of all fields/reservoirs supported by CPC and the date CPC is hydrocarbon free) and from time to time keep each other informed of any revisions to the previously provided programme such that the licensee and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable until the O&G Decommissioning Date.

Costs

7.—(1) Subject to the terms of this paragraph, the undertaker must reimburse the licensee for any additional costs.

(2) The licensee must, as soon as reasonably practicable after incurring any additional costs pursuant to sub-paragraph (1) above, serve the undertaker with an itemised invoice or claim for the additional costs.

(3) Within 14 days of receipt of an itemised invoice or claim, the undertaker must—

(a) approve the amount of additional costs specified in the itemised invoice or claim; or

(b) dispute the amount of additional costs specified in the itemised invoice or claim (or that the licensee has not used reasonable endeavours to mitigate or minimise any such additional costs)

and notify the licensee that the undertaker will (if not resolved amicably pursuant to paragraph 1(2) of Schedule 5 to this Order) refer the matter to arbitration pursuant to paragraph 8 of this Part of this Schedule.

(4) Save where otherwise agreed in writing between the undertaker and the licensee, the undertaker must thereafter pay to the licensee the additional costs within 28 days of approving the amount of additional costs pursuant to sub-paragraph (3)(a) above or final decision and award of additional costs pursuant to arbitration.

(5) The licensee must use reasonable endeavours to mitigate in whole or in part and to minimise any additional costs.

Arbitration

8. Any difference arising between the undertaker and the licensee under this Part shall be referred to and settled by arbitration under article 15 (arbitration) of this Order.

PART 4

For the protection of the Calder duty holder

Application

1. For the protection of Spirit Energy Production UK Limited as the duty holder of the Calder Platform, the provisions of this Part of this Schedule shall have effect for so long as the licence shall remain extant and Spirit Energy Production UK Limited remains duty holder of the Calder Platform unless otherwise agreed in writing between the undertaker and the duty holder.

Interpretation

2. In this Part of this Schedule—

"additional costs" means any additional costs reasonably and properly incurred and evidenced by the duty holder in carrying out the duty holder's operations caused by the construction, operation or decommissioning of the authorised development (and includes all reasonable costs incurred by the duty holder in engaging and retaining such experts, consultants and contractors as may be reasonably necessary to allow the duty holder to carry out its operations) but excluding any costs incurred prior to 1 June 2029 and consequential loss;

"AP-1 helideck" means the helideck located on the accommodation platform at CPC the coordinates of which are—

Location	*Lat WGS84 (DD MM SS.sss)*	*Lon WGS84 (DD MM SS.sss)*
AP-1 helideck	53° 50' 44.348" N	003° 35' 00.579" W

"authorised development" has the same meaning as in Schedule 1 of this Order and shall include any part of the said works including any preparatory works;

"cable" means the power and telecommunications cables connecting the Calder Platform to CPC located in the South Morecambe Field (Block 110/3a) shown terracotta pink and annotated as Calder to CPP1 on the Spirit Protective Provisions Plan;

"Calder helideck" means the helideck located on the Calder Platform the coordinates of which are—

Location	*Lat WGS84 (DD MM SS.sss)*	*Lon WGS84 (DD MM SS.sss)*
Calder Helideck	53° 48' 26.462" N	003° 39' 48.682" W

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

"consequential loss" means, with the exception of foreseeable losses—

(a) any consequential, or indirect loss under English law; or

(b) any of the following in each case whether direct or indirect to the extent that these are not included in (a)—

(i) loss or damage arising out of any delay, postponement, interruption or loss of production of hydrocarbons, any inability to produce, process or deliver hydrocarbons or any loss of or anticipated loss of use, profit or revenue (for the avoidance of doubt the undertaker and the duty holder do not consider such to be foreseeable losses);

(ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable under any contract for sale, exchange, transportation, processing, storage or other disposal of hydrocarbons (for the avoidance of doubt the undertaker and the duty holder do not consider such to be foreseeable losses);

(iii) loss of expectation or opportunity; or

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

"CPC" means the hydrocarbon production and processing facilities complex known generally as such or the Central Processing Complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

"duty holder" means Spirit Energy Production UK Limited as duty holder of the Calder Platform;

"duty holder's operations" means the operations and services provided by the duty holder to the licensee in accordance with and pursuant to an operating agreement between the duty holder and the licensee;

"duty holdership termination date" means the date that the duty holder ceases to provide operations and services to the licensee in accordance with and pursuant to an operating agreement between the duty holder and the licensee;

"foreseeable losses" means losses, damages, costs or expenses suffered by the duty holder that arise naturally from, out of, or relating to the construction, operation, maintenance, repair, replacement and decommissioning of the authorised development (or any part thereof) or the failure of it (or any part thereof) that were reasonably contemplated by the undertaker and the duty holder at 4 November 2025, including, but without limitation to the forgoing—

(a) losses, damages, costs or expenses suffered by the duty holder in respect of additional aviation and / or maritime resources (including walk-to-work vessels); and

(b) losses, damages, costs or expenses suffered by the duty holder in respect of additional activities required to be performed in order for the duty holder's operations to be compliant with prevailing laws and regulations;

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

"licence" means United Kingdom Petroleum Production Licence P.099 (as the same may be assigned, amended or replaced from time to time);

"licensee" means the holder from time to time of the licence, which at the date stated in article 1 (citation and commencement) of this Order is Harbour Energy;

"North East corner of the Calder Platform" means the north east corner of the Calder Platform the coordinates of which are—

Location	*Lat WGS84 (DD MM SS.sss)*	*Lon WGS84 (DD MM SS.sss)*
North East corner of the Calder Platform	53° 48' 27.021" N	003° 39' 47.105" W

"O&G decommissioning date" means the date on which the Offshore Petroleum Regulator for Environment and Decommissioning (or any successor body) confirms acceptance of the close-out reports for the decommissioning of Harbour Energy's assets under the licence;

"offshore substation platform" or "OSP" means Work No. 2(a) as defined in Part 1 of Schedule 1 to this Order but excluding transition pieces;

"pipeline" means—

(a) the 3" Rivers onshore terminal to Calder chemical pipeline with pipeline reference number PL1965; and

(b) the 24" Calder to Rivers onshore terminal gas pipeline with pipeline reference number PL1966

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

"pipeline and cable proximity area" means the area five hundred meters (500m) either side and directly above the pipeline and cable measured from the centre line of the pipeline and cable, which is partially shown (insofar as the pipeline and cable are located within this Order limits) edged pink and annotated as the pipeline and cable proximity area on the Spirit Protective Provisions Plan;

"Spirit Protective Provisions Plan" means the plan dated 3 November 2025 with reference FLO-MOR-GIS-MAP038a-V3-Protective Provisions-Rev001 and certified as the Spirit Protective Provisions Plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

"temporary surface infrastructure" means any fixed temporary infrastructure to be used in the construction, operation and maintenance, and decommissioning of the authorised development including, but not limited to, jack-up barges and buoys, but does not include—

(a) temporary surface infrastructure in transit;

(b) vessels undertaking geotechnical, geophysical or other surveys, or vessels undertaking sea bed preparation works (insofar as these are outside the WTG and OSP aviation enduring (Calder) buffer zone, WTG and OSP marine (Calder) buffer zone, WTG marine corridor, and pipeline and cable proximity area); or

(c) temporary surface infrastructure used for the construction of WTGs, offshore platforms, transition pieces or inter-array cables where the erection of such WTGs, offshore platforms, transition pieces or inter-array cables is permitted at that time and in that place by paragraph 3;

"transition piece" means the connecting piece of infrastructure which connects a foundation to a tower, any wind turbine generator foundation or any offshore substation platform foundation (none of which shall protrude from the water above a maximum of 30 m above mean sea level);

"wind turbine generator" or "WTG" means Work No. 1(a) as defined in Part 1 of Schedule 1 to this Order excluding transition pieces;

"WTG and OSP aviation interim (Calder) buffer zone" means an area of three point seven two nautical miles (3.72 nm) of airspace measured from the Calder helideck in all directions and extending vertically from mean sea level shown dashed blue and annotated as the WTG and OSP aviation interim (Calder) buffer zone on the Spirit Protective Provisions Plan;

"WTG and OSP aviation enduring (Calder) buffer zone" means an area of one point five nautical miles (1.5 nm) of unobstructed airspace measured from the Calder helideck in all directions and extending vertically from mean sea level shown yellow and annotated as the WTG and OSP aviation enduring (Calder) buffer zone on the Spirit Protective Provisions Plan;

"WTG and OSP marine (Calder) buffer zone" means an area of one point five nautical miles (1.5 nm) of unobstructed sea space measured from the North East corner of the Calder Platform in all directions shown edged in dashed orange and annotated as the WTG and OSP marine (Calder) buffer zone on the Spirit Protective Provisions Plan; and

"WTG marine corridor" means a one nautical mile (1 nm) wide corridor of unobstructed sea space between the Calder Platform and the AP-1 helideck shown edged in dashed dark green and annotated as the WTG marine corridor on the Spirit Protective Provisions Plan.

Restriction on authorised development

3.—(1) No wind turbine generator, inter-array cables (other than crossings by inter-array cables in the pipeline and cable proximity area that are the subject of a crossing agreement between the undertaker and the licensee or duty holder (as relevant) which the parties shall use reasonable endeavours to agree), offshore substation platform, transition piece or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, the WTG and OSP marine (Calder) buffer zone, the WTG and OSP aviation enduring (Calder) buffer zone, or the WTG marine corridor unless otherwise agreed in writing between the duty holder and the undertaker until (only in the case of the WTG and OSP marine (Calder) buffer zone and the WTG marine corridor) after the earlier of either the duty holdership termination date or 1 January 2031 (the WTG and OSP aviation enduring (Calder) buffer zone and pipeline and cable proximity area remain for so long as the provisions of this Part of this Schedule shall have effect).

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

(3) No wind turbine generator or offshore substation platform shall be erected in the WTG and OSP aviation interim (Calder) buffer zone unless otherwise agreed in writing between the duty

holder and the undertaker until after the earlier of either the duty holdership termination date or 1 January 2031.

(4) No transition piece, inter-array cables or temporary surface infrastructure shall be erected in the WTG and OSP aviation interim (Calder) buffer zone unless otherwise agreed in writing between the duty holder and the undertaker until after the earlier of either the duty holdership termination date or 1 January 2030.

(5) No vessel or surface infrastructure or temporary surface infrastructure in transit by or attributable to the undertaker or its agents or contractors in exercising the power of this Order shall pass within five hundred metres (500m) of the North East corner of the Calder Platform unless otherwise agreed in writing between the duty holder and the undertaker.

Simultaneous operations

4. Prior to commencement of construction of the authorised development, the undertaker and the duty holder shall use reasonable endeavours to agree arrangements in a co-existence agreement incorporating relevant standard UK oil and gas industry proximity agreement terms for the coordination of access and simultaneous operations to include (but not be limited to) the provision of—

(a) schedules of and scope of works;

(b) design specifications;

(c) proposed timing of the execution of works;

(d) methods of working;

(e) navigation routes; and

(f) a notifications procedure.

Cooperation

5. The undertaker and the duty holder must each act in good faith and use reasonable endeavours to cooperate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part of this Schedule.

Costs

6.—(1) Subject to the terms of this paragraph, the undertaker must reimburse the duty holder for any additional costs.

(2) The duty holder must, as soon as reasonably practicable after incurring any additional costs pursuant to sub-paragraph (1) above, serve the undertaker with an itemised invoice or claim for the additional costs.

(3) Within 14 days of receipt of an itemised invoice or claim, the undertaker must—

(a) approve the amount of additional costs specified in the itemised invoice or claim; or

(b) dispute the amount of additional costs specified in the itemised invoice or claim (or that the duty holder has not used reasonable endeavours to mitigate or minimise any such additional costs) and notify the duty holder that the undertaker will (if not resolved amicably pursuant to paragraph 1(2) of Schedule 5 to this Order) refer the matter to arbitration pursuant to paragraph 7 of this Part of this Schedule.

(4) Save where otherwise agreed in writing between the undertaker and the duty holder, the undertaker must thereafter pay to the duty holder the additional costs within 28 days of approving the amount of additional costs pursuant to sub-paragraph (3)(a) above or final decision and award of additional costs pursuant to arbitration.

(5) The duty holder must use reasonable endeavours to mitigate in whole or in part and to minimise any additional costs.

Arbitration

7. Any difference arising between the undertaker and the duty holder under this Part shall be referred to and settled by arbitration under article 15 (arbitration) of this Order.

PART 5

For the protection of the MNZ licence holder

Application

1. For the protection of the licensee from time to time of Carbon Capture Appraisal and Storage licence CS010 which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited, the provisions of this Part of this Schedule shall have effect for so long as the licence remains extant unless otherwise agreed in writing between the undertaker and the licensee.

Interpretation

2. In this Part of this Schedule—

"authorised development" has the same meaning as in Schedule 1 of this Order and shall include any part of the said works including any preparatory works;

"cable" means the power and telecommunications cables connecting CPC to the DP3 wells shown terracotta pink and annotated CPC to DP3 on the MNZ Protective Provisions Plan;

"CPC" means the hydrocarbon production and processing facilities complex known generally as such or the Central Processing Complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

"legacy wells" means the legacy wells known as DP3 (C1-5), 110/3-3, 110/8-2, 110/8A-7, 110/8-2 Relief and 110/8a-C5 Relief, the coordinates for which are—

Wells	*Latitude*	*Longitude*
DP3 (C1-5)	53°49'0.6155"N	3°33'36.1013"W
110/3-3	53°50'15.4200"N	3°34'50.9700"W
110/8-2	53°49'40.9985"N	3°33'22.7997"W
110/8A-7	53°46'4.3984"N	3°34'24.5556"W
110/8-2 Relief	53°49'57.1774"N	3°33'23.0190"W
110/8a-C5 Relief	53°49'40.4140"N	3°34'2.7666"W

licence" means Carbon Capture Appraisal and Storage licence CS010 (as any or all of the same may be assigned, amended or replaced from time to time);

"licensee" means the holder from time to time of the licence, which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited;

"MNZ Protective Provisions Plan" means the plan dated 3 November 2025 with reference FLO-MOR-GIS-MAP039a-V3-Protective Provisions-Rev001 and certified as the MNZ Protective Provisions Plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

"offshore substation platform" or "OSP" means Work No. 2(a) as defined in Part 1 of Schedule 1 to this Order but excluding transition pieces;

"pipeline" means—

(a) the decommissioned 24" gas DP3 to CPC pipeline with pipeline reference number PL195; and

(b) the decommissioned 2" CPC to DP3 pipeline with pipeline reference number PL205;

shown purple and annotated as PL195 & PL205 on the MNZ Protective Provisions Plan, together with any associated umbilicals, plant and equipment serving those pipelines;

"pipeline and cable proximity area" means the area five hundred meters (500m) either side and directly above the pipeline and cable measured from the centre line of the pipeline and cable, which is partially shown (insofar as the pipeline and cable are located within this Order limits) edged pink and annotated as the pipeline and cable proximity area on the MNZ Protective Provisions Plan;

"proposed CCS injection platform" means the licensee's proposed injection platform, to be located in the position marked "SM W 2" shown with a red circle edged black and annotated as SM W 2 on the MNZ Protective Provisions Plan;

"temporary surface infrastructure" means any fixed temporary infrastructure to be used in the construction, operation and maintenance, and decommissioning of the authorised development including, but not limited to, jack-up barges and buoys, but does not include—

(a) temporary surface infrastructure in transit;

(b) vessels undertaking geotechnical, geophysical or other surveys, or vessels undertaking sea bed preparation works (insofar as outside the WTG and OSP aviation CCS enduring buffer zone, WTG and OSP marine CCS buffer zone, well buffer zone and pipeline and cable proximity area); or

(c) temporary surface infrastructure used for the construction of WTGs, offshore platforms, transition pieces or inter-array cables where the erection of such WTGs, offshore platforms, transition pieces or inter-array cables is permitted at that time and in that place by paragraph 3.

"transition piece" means the connecting piece of infrastructure which connects a foundation to a tower, any wind turbine generator foundation or any offshore substation platform foundation (none of which shall protrude from the water above a maximum of 30 m above mean sea level);

"well buffer zone" means—

(a) in respect of each legacy well DP3 (C1-5) 110/8-2 and 110-8a-C5 Relief a five hundred metre (500m) radius buffer shown by pale blue shading edged grey and annotated as well buffer zone on the MNZ Protective Provisions Plan; and

(b) in respect of legacy well 110/8A-7 a five hundred metre (500m) radius buffer of clear seabed space shown by pale blue shading edged grey and annotated as well buffer zone on the MNZ Protective Provisions Plan but with exception that wind turbine generator blades would be permitted to over sail up to the limit of a four hundred metre (400m) radius buffer shown hatched light purple and edged purple and annotated as the well over sail buffer zone on the MNZ Protective Provisions Plan;

"well cable buffer zone" means a five hundred metre (500m) radius buffer zone around the legacy wells shown hatched dark green and annotated as the well cable buffer zones on the MNZ Protective Provisions Plan;

"wind turbine generator" or "WTG" means Work No. 1(a) as defined in Part 1 of Schedule 1 to this Order but excluding transition pieces;

"WTG and OSP aviation CCS enduring buffer zone" means an area of one point nine nautical miles (1.9 nm) of unobstructed airspace measured from the proposed CCS injection platform in all directions and extending vertically from mean sea level shown edged blue and annotated as the WTG and OSP aviation CCS enduring buffer zone on the MNZ Protective Provisions Plan;

"WTG and OSP marine CCS buffer zone" means an area of one point five nautical miles (1.5 nm) of unobstructed sea space measured from the proposed CCS injection platform in all directions and shown edged in light green and annotated as the WTG and OSP marine CCS buffer zone on the MNZ Protective Provisions Plan.

Restriction on authorised development

3.—(1) No wind turbine generator, inter-array cables (other than crossings by inter-array cables of the pipeline and cable proximity area that are the subject of a crossing agreement between the

undertaker and licensee), offshore substation platform, transition piece or temporary surface infrastructure shall be erected in the pipeline and cable proximity area or the WTG and OSP marine CCS buffer zone unless otherwise agreed in writing between the licensee and the undertaker.

(2) No vessel or surface infrastructure or temporary surface infrastructure in transit by or attributable to the undertaker or its agents or contractors in exercising the power of this Order shall pass within five hundred metres (500m) of any of the proposed CCS injection platform at any time nor within five hundred metres (500m) of any of the legacy wells (whilst any rig or other vessel owned, controlled or instructed by the licensee, is present at this location) unless otherwise agreed in writing between the licensee and the undertaker.

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

(4) No wind turbine generator, inter-array cables, offshore substation platform, transition piece or temporary surface infrastructure shall be erected in the WTG and OSP aviation CCS enduring buffer zone unless otherwise agreed in writing between the licensee and the undertaker.

(5) No wind turbine generator, inter-array cables, offshore substation platform, transition piece or temporary surface infrastructure shall be erected in any well buffer zone unless otherwise agreed in writing between the licensee and the undertaker.

(6) No new cable associated with the authorised development shall be laid within the well cable buffer zone.

Simultaneous operations

4. Prior to commencement of construction of the authorised development, the undertaker and the licensee shall use reasonable endeavours to agree arrangements in a co-existence agreement incorporating relevant standard UK oil and gas industry proximity agreement terms for the coordination of access and simultaneous operations to include (but not be limited to) the provision of; schedules of and scope of works; design specifications; proposed timing of the execution of works; methods of working; navigation routes; and a notifications procedure.

Cooperation

5. The undertaker and the licensee must each act in good faith and use reasonable endeavours to cooperate with and provide assistance to each other as may be required to give effect to the provisions of this Part of this Schedule.

6. Without prejudice to any other rights or obligations under this Part of this Schedule the licensee and the undertaker shall as soon as reasonably practicable following a request provide to the other programme information in relation to their development proposals and activities within or adjacent to this Order limits or any buffer zone and from time to time keep each other informed of any revisions to the previously provided programme such that the licensee and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable.

Arbitration

7. Any difference arising between the undertaker and the licensee under this Part shall be referred to and settled by arbitration under article 15 (arbitration) of this Order.

PART 6

For the protection of Stena Line Limited

Application

1. For the protection of Stena Line the following provisions, unless otherwise agreed at any time between the undertaker and Stena Line, have effect.

Interpretation

2. In this Part of this Schedule—

"authorised development" has the same meaning as in Schedule 1 of this Order;

"commence" has the same meaning as in article 2 of this Order and commencement is construed to have the same meaning;

"Liverpool to Belfast route" means the base case passage plan which proceeds to the east of the Isle of Man and east of the Calder CA1 platform taken by Stena Line vessels transiting from the Port of Liverpool to the Port of Belfast;

"specified works" means any construction or decommissioning of the authorised development which is reasonably likely to be situated on, over, under or within 1.5 nautical miles measured in any direction of the Liverpool to Belfast route operated by Stena Line;

"Stena Line" means Stena Line Limited, a limited company registered in England & Wales under Company No. 01402237 and having its registered office at First Floor, 6 Arlington Street, London, England, SW1A 1RE; and

"vessel traffic management plan" means the vessel traffic management plan that is submitted in accordance with the outline vessel traffic management plan as required by condition 9(j) of Schedule 6 of this Order.

Consultation and notification

3. The undertaker must notify Stena Line of the intended start date and the likely duration of the carrying out of any specified work at least 28 days prior to the commencement of any specified work and have regard to any response received from Stena Line.

4. The undertaker must notify Stena Line at least 28 days prior to the commencement of any specified works that involve the installation of subsea cable circuits and subsea cable ducts, such written notice to include full details of the location of any subsea cable circuits and subsea cable ducts and any other apparatus, equipment or infrastructure that is to be inserted in the underwater environment.

Vessel Traffic Management Plan

5. The undertaker must consult Stena Line before submitting the vessel traffic management plan to any licensing authority and the undertaker must have regard to any response received from Stena Line in respect of the vessel traffic management plan.

Co-operation and reasonableness

6. The undertaker and Stena Line must act reasonably in respect of any given term of this Part of this Schedule and, in particular, (without prejudice to generality) where any consent or expression of satisfaction is required by this Part of this Schedule it must not be unreasonably withheld or delayed.

Miscellaneous

7. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Stena Line in respect of the authorised development provided that the terms of the relevant enactment or agreement are not inconsistent with the provisions of this Order, including this Part of this Schedule. In the case of any inconsistency, the provisions of this Order, including this Part of this Schedule, prevail.

8. Any dispute arising between the undertaker and Stena Line under this Part of this Schedule is to be determined by arbitration in accordance with article 15 (arbitration).

SCHEDULE 4

Article 14

Approval of matters specified in requirements

Interpretation

1. In this Schedule—

"application" means an application for any consent, agreement or approval required by a requirement whether or not the application seeks to discharge a requirement in whole or in part; and

"discharging authority" means any body responsible for giving any consent, agreement or approval required by a requirement included in Schedule 2 (requirements), or for giving any consent, agreement or approval further to any document referred to in any such requirement; and

"requirement consultee" means any body named in a requirement as a body to be consulted by the discharging authority in discharging that requirement.

Applications made under requirements

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

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

(b) where further information is requested under paragraph 3 the working day immediately following that on which the further information has been supplied by the undertaker, or such longer period as may be agreed by the undertaker and the discharging authority.

(2) Where consent, agreement or approval is refused or granted subject to conditions the discharging authority must provide its reasons for that decision with the notice of the decision.

Further information

3.—(1) Where an application has been made under paragraph 2 the discharging authority has the right to request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) If the discharging authority considers further information is needed, and the requirement does not specify that consultation with a requirement consultee is required, it must, within 10 working days of receipt of the application, notify the undertaker specifying the further information required.

(3) If the requirement indicates that consultation must take place with a requirement consultee, the discharging authority must issue the consultation to the requirement consultee within five working days of receipt of the application. Where the requirement consultee requires further

information, they must notify the discharging authority specifying the further information required within 10 days of receipt of the consultation. The discharging authority must notify the undertaker specifying any further information requested by the requirement consultee within five working days of receipt of such a request.

(4) In the event that the discharging authority does not give such notification as specified in sub-paragraphs (2) or (3), it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

Provision of information by requirement consultees

4.—(1) Any requirement consultee who receives a consultation under paragraph 3(3) must respond to that request within 28 days from receipt unless sub-paragraph (2) of this paragraph applies.

(2) Where any requirement consultee requests further information in accordance with the timescales set out in paragraph 3(3) then they must respond to the consultation within ten working days from the receipt of the further information requested.

Appeal

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

(a) the discharging authority refuses an application for any consent, agreement or approval required by—

(i) a requirement included in this Order; or

(ii) a document referred to in any requirement contained in Schedule 2 (requirements);

(b) the discharging authority does not determine such an application within the time period set out in paragraph 2(1) of this Schedule, or grants it subject to conditions;

(c) a request is made for further information pursuant to paragraph 3 of this Schedule, and the undertaker considers that either the whole or part of the specified information requested by the discharging authority or the requirement consultee is not necessary for consideration of the application; or

(d) any further information is requested, and the discharging authority notifies the undertaker upon receipt that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The appeal process is to be as follows—

(a) any appeal by the undertaker must be made within 42 days of the date of the notice of the decision or determination, or (where no determination has been made) the expiry of the time period set out in paragraph 2(1), giving rise to the appeal referred to in sub-paragraph (1);

(b) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the discharging authority and any requirement consultee required to be consulted pursuant to the requirement which is the subject of the appeal (together with the undertaker, these are the "appeal parties");

(c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person ("the appointed person") to determine the appeal and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for their attention should be sent, the date of such notification being the "start date" for the purposes of this sub-paragraph (2);

(d) the discharging authority and any requirement consultee required to be consulted pursuant to the requirement which is the subject of the appeal must submit written representations to the appointed person in respect of the appeal within ten working days of the start date

and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;

(e) the appeal parties must make any counter-submissions to the appointed person within ten working days of receipt of written representations pursuant to sub-paragraph (2)(d); and

(f) the appointed person must make their decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable following the deadline for the receipt of counter-submissions pursuant to sub-paragraph (2)(e).

(3) The appointment of the appointed person may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) In the event that the appointed person considers that further information is necessary to consider the appeal, the appointed person must as soon as practicable notify the appeal parties in writing specifying the further information required and the date by which the information is to be submitted and the appointed person must make any notification and set the date for the receipt of such further information having regard to the timescales in sub-paragraph (2).

(5) Any further information required under sub-paragraph (4) must be provided by the appeal party from whom the further information was requested to the appointed person and other appeal parties, the discharging authority and any requirement consultee required to be consulted pursuant to the requirement that is the subject of the appeal on the date specified by the appointed person (the "specified date"), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that date. The revised timetable for the appeal must require submission of written representations to the appointed person within ten working days of the specified date but otherwise is to be in accordance with the process and time limits set out in sub-paragraphs (2)(c) to (2)(e).

(6) On an appeal under this sub-paragraph, the appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the discharging authority (whether the appeal relates to that part of the decision or not).

(7) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits and in the sole discretion of the appointed person such written representations as have been sent outside of the relevant time limits.

(8) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(9) The decision of the appointed person on an appeal is to be final and binding on the parties, and a court may entertain proceedings for questioning the decision only if those proceedings are brought by a claim for judicial review.

(10) If an approval is given by the appointed person pursuant to this paragraph, it is to be deemed to be an approval for the purpose of Schedule 2 (requirements) as if it had been given by the discharging authority. The discharging authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(11) Save where a direction is given pursuant to sub-paragraph (12) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person must be met by the undertaker.

(12) The appointed person may, following application by the discharging authority or the undertaker, or in the absence of such application, give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to the Planning Practice Guidance: Appeals (March 2014) or any circular or guidance which may from time to time replace it.

SCHEDULE 5

Article 15

Arbitration rules

Primary objective

1.—(1) The primary objective of these arbitration rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within four months from the date the arbitrator is appointed pursuant to article 15 (arbitration) of this Order.

(2) The parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the parties. Any dispute which is not resolved amicably by the senior management of the parties within twenty working days of the dispute arising, or such longer period as agreed in writing by the parties, will be subject to arbitration in accordance with the terms of this Schedule.

(3) The arbitration will be deemed to have commenced when a party ("the claimant") serves a written notice of arbitration on the other party ("the respondent").

Time periods

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

(2) Time periods will be calculated from the day after the arbitrator is appointed which will be either—

(a) the date the arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or

(b) the date the arbitrator is appointed by the Secretary of State.

Timetable

3.—(1) The timetable for the arbitration will be that set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 15 days of the arbitrator being appointed, the claimant must provide both the respondent and the arbitrator with—

(a) a written statement of claim which describes the nature of the difference between the parties, the legal and factual issues, the claimant's contentions as to those issues, and the remedy it is seeking; and

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 15 days of receipt of the claimant's statements under sub-paragraph (2) by the arbitrator and respondent, the respondent must provide the claimant and the arbitrator with—

(a) a written statement of defence responding to the claimant's statement of claim, including its statement in respect of the nature of the difference, the legal and factual issues in the claimant's claim, its acceptance of any element(s) of the claimant's claim, and its contentions as to those elements of the claimant's claim it does not accept;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and

(c) any objections it wishes to make to the claimant's statements, comments on the claimant's expert report(s) (if submitted by the claimant) and explanations for the objections.

(4) Within five days of the respondent serving its statements under sub-paragraph (3), the claimant may make a statement of reply by providing both the respondent and the arbitrator with—

(a) a written statement responding to the respondent's submissions, including its reply in respect of the nature of the difference, the legal and factual issues and its contentions in relation to the issues;

(b) all statements of evidence and copies of documents in response to the respondent's submissions;

(c) any expert report in response to the respondent's submissions;

(d) any objections to the statements of evidence, expert reports or other documents submitted by the respondent; and

(e) its written submissions in response to the legal and factual issues involved.

Procedure

4.—(1) The arbitrator will make an award on the substantive difference based solely on the written material submitted by the parties unless the arbitrator decides that a hearing is necessary to explain or resolve any matters.

(2) Either party may, within two days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(3) Within five days of receiving the last submission, the arbitrator will notify the parties whether a hearing is to be held and the length of that hearing.

(4) Within ten days of the arbitrator advising the parties that he will hold a hearing, the date and venue for the hearing will be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the arbitrator's direction confirming the date and venue of the hearing.

(5) A decision will be made by the arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the arbitrator, then any expert(s) attending the hearing may be asked questions by the arbitrator.

(6) There will be no process of examination and cross-examination of experts, but the arbitrator will invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the arbitrator's questions. Prior to the hearing the procedure for the expert(s) will be that—

(a) at least 20 days before a hearing, the arbitrator will provide a list of issues to be addressed by the expert(s);

(b) if more than one expert is called, they will jointly confer and produce a joint report or reports within ten days of the issues being provided; and

(c) the form and content of a joint report will be as directed by the arbitrator and must be provided at least five days before the hearing.

(7) Within ten days of a hearing or a decision by the arbitrator that no hearing is to be held the parties may by way of exchange provide the arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The arbitrator will take these submissions into account in the award.

(8) The arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within four months of the date on which they are appointed, unless both parties otherwise agree to an extension to the date for the award.

(9) If a party fails to comply with the timetable, procedure or any other direction then the arbitrator may continue in the absence of a party or submission or document and may make a decision on the information before them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure or direction.

(10) The arbitrator's award must include reasons. The parties will accept that the extent to which reasons are given is to be proportionate to the issues in dispute and the time available to the arbitrator to deliver the award.

Arbitrator's powers

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

(2) There will be no discovery or disclosure, except that the arbitrator has the power to order the parties to produce such documents as are reasonably requested by another party no later than the statement of reply, or by the arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders should be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the arbitrator. In the absence of agreement, the arbitrator may vary the timescales or procedure, or both—

(a) if the arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;

(b) only for such period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the arbitrator's fees and expenses.

Costs

6.—(1) The costs of the arbitration will include the fees and expenses of the arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the arbitration.

(2) Subject to sub-paragraph (3), the arbitrator will award recoverable costs on the general principle that each party should bear its own costs.

(3) The arbitrator may depart from the general principle in sub-paragraph (2) and make such other costs award as it considers reasonable where a party has behaved unreasonably as defined within the National Planning Practice Guidance or such other guidance as may replace it.

Confidentiality

7.—(1) Subject to sub-paragraphs (2) and (3), any arbitration hearing and documentation is to be open to and accessible by the public.

(2) The arbitrator may direct that the whole or part of a hearing is to be private or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(3) Nothing in this paragraph prevents any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

(**a**) 1996 c. 23.

SCHEDULE 6

Article 5

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

PART 1

Licensed marine activities

Interpretation

1.—(1) In this marine licence—

"2004 Act" means the Energy Act 2004(**a**);

"2008 Act" means the Planning Act 2008(**b**);

"2009 Act" means the Marine and Coastal Access Act 2009(**c**);

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

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

"authorised deposits" means the substances and articles specified in paragraph (4) of Part 1 of this licence;

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

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

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

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

"cable" means any cable up to 275kV for the transmission of electricity and includes direct lay cables, cables laid in cable ducts or protective covers, and further includes fibre optic and other communications cables either within the cable or laid alongside;

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

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

"commence" means the first carrying out of any licensed activities, save for activities consisting of pre-construction surveys, monitoring surveys and unexploded ordnance surveys, and any derivative of "commence" is to be construed accordingly;

"condition" means a condition in Part 2 of this licence;

"decommissioning programme" has the meaning given by section 105(2) of the 2004 Act(**a**);

(**a**) 2004 c. 20. Section 105 was amended by section 69 of the Energy Act 2008 (c. 32).
(**b**) 2008 c. 29.
(**c**) 2009 c. 23.
(**d**) 1971 c. 80.

"design statement" means the document certified as the design statement by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

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

"electronic transmission" or "sent electronically" means a communication transmitted—

(a) by means of an electronic communications network; or

(b) by other means but whilst in electronic form;

"environmental statement" means the document certified as the environmental statement by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

"foundation" means any one or more of—

(a) a gravity base foundation;

(b) a multi-legged jacket with piling foundation;

(c) a monopile foundation; or

(d) a multi-legged jacket with suction bucket foundation;

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

"HAT" means highest astronomical tide;

"HVAC" means high voltage alternating current;

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

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

"km" means kilometres and "km^2" means square kilometres;

"kV" means kilovolt;

"LAT" means lowest astronomical tide;

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

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

"m" means metres, "m^2" means square metres and "m^3" means cubic metres;

"maintain" includes inspect, upkeep, repair, adjust and alter the authorised project, and further includes remove, reconstruct and replace any of the ancillary works and any component part of the authorised project (but not including the removal or replacement of foundations) provided that such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement; and any derivative of "maintain" is to be construed accordingly;

"MMO" means the Marine Management Organisation, the body created under the 2009 Act which is responsible for the regulation of this licence or any successor of that function;

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

"MCMS" means the Marine Case Management System web portal provided and operated by the MMO;

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

"MGN654" means MGN654 "Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues" (or any equivalent guidance that replaces or supersedes it) and its annexes;

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

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

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

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

"offshore substation platform" or "OSP" means a structure above LAT and attached to the seabed by means of one or more foundations, with one or more decks and open with modular equipment or fully clad, containing—

(a) electrical equipment required to switch, transform or convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;

(b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

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

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

"Order" means The Morecambe Offshore Windfarm Generation Assets Order 2025;

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

"outline construction method statement" means the document certified as the outline construction method statement by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

"outline fisheries liaison and co-existence plan" means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

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

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

"outline project environmental management plan" means the document certified as the outline project environmental management plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

"outline scour protection and cable protection plan" means the document certified as the outline scour protection and cable protection plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of this Order;

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

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

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

"platform link cables" means the HVAC cables linking the offshore substation platforms to each other;

"row" means a row of wind turbine generators perpendicular to the prevailing wind;

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

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

"statutory nature conservation body" means a statutory nature conservation body, being the appropriate nature conservation body as defined in regulation 5 of the Conservation of Habitats and Species Regulations 2017(**a**) or its equivalent in the Conservation of Offshore Marine Habitats and Species Regulations 2017(**b**);

"transition piece" means the metal structure attached to the top of the foundation where the base of the wind turbine generator is connected and may include additional equipment such as J-tubes, corrosion protection systems, boat access systems, access platforms, craneage, radar, electrical transmission equipment and associated equipment;

"Trinity House" means the Corporation of Trinity House of Deptford Strond;

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

"undertaker" means Morecambe Offshore Windfarm Ltd (company registration number: SC734062) or any person who has the benefit of this Order in accordance with article 7 (benefit of this 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, under or over water and which is at the time in, on, under or over water;

"VHF" means very high frequency;

"WGS84" means the World Geodetic System 1984;

"wind turbine generator" or "WTG" means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may

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

include J- tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter hoisting facilities and other associated equipment including communications equipment, fixed to a foundation or transition piece; and

"working day" means a day other than a Saturday or Sunday or a bank holiday in England and Wales.

(2) In this licence a reference to any statute, order, regulation or similar instrument is a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) In this licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time;

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places;

(c) all references to orientations or angles are from true north measured in a clockwise direction; and

(d) the expression "includes" is to be construed without limitation.

(4) Unless otherwise stated or agreed with the MMO, all submissions, notifications and communications must be sent by the undertaker to the MMO using MCMS. Except where otherwise notified by the relevant organisation, the addresses for correspondence for the purposes of this Schedule are—

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

(b) Historic England
4th Floor
Cannon Bridge House
25 Dowgate Hill
London
EC4R 2YA
Tel: 0161 242 1416

(c) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle upon Tyne
NE4 7YH
Email: marine.consents@marinemanagement.org.uk
Tel: 0300 123 1032

(d) Marine Management Organisation (local office)
Lutra House
Dodd Way
Walton Summit
Preston
PR5 8BX

Email: preston@marinemanagement.org.uk

Telephone: 0208 0265643

(e) Maritime and Coastguard Agency
UK Technical Services Navigation
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Email: navigationsafety@mcga.gov.uk

(f) Natural England
Foss House
Kings Pool
1-2 Peasholme Green
York
YO1 7PX

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

(h) United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900
Email: navwarnings@btconnect.com

Details of licensed marine activities

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

(a) the deposit at sea of the substances and objects specified in paragraph 4 below;

(b) the construction of works in or over the sea or on or under the seabed;

(c) excavation for the purposes of seabed preparation for foundation works or cable works;

(d) site clearance and preparation works including debris, sandwave clearance, boulder clearance and the removal of out of service cables and static fishing equipment; and

(e) the disposal of up to 1,416,463 cubic metres of inert material of natural origin within this Order limits produced during construction, operation and maintenance at disposal site references to be provided to the MMO within this Order limits.

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

Work No. 1—

(a) an offshore wind generating station with a gross electrical output capacity of more than 100 MW comprising up to 35 wind turbine generators each fixed to the seabed by a foundation; and

(b) a network of subsea inter-array cables between the wind turbine generators and between the wind turbine generators and the offshore substation platforms forming part of Work No. 2 including cable crossings and cable protection;

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

Work No. 2—

(a) one or two offshore substation platforms each fixed to the seabed by a foundation; and

(b) a network of subsea platform link cables including cable crossings and cable protection;

and in connection with the licensed activities in Work No. 1 and Work No. 2 further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence, including—

(a) scour protection around the foundations of the offshore structures;

(b) cable protection measures;

(c) the removal of material from the seabed and the disposal of inert material of natural origin within this Order limits produced during seabed preparation for and installation of foundations and cables (including sandwave clearance and seabed levelling) and boulder clearance;

(d) removal of out of service cables and static fishing equipment; and

(e) disposal of drill arisings in connection with any foundation drilling up to a total of 55,865 cubic metres.

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

(a) moorings or other means of accommodating vessels in the construction or maintenance of the authorised project; and

(b) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

4. The substances and objects authorised for deposit at sea are—

(a) iron, steel, copper and aluminium;

(b) stone and rock;

(c) concrete and grout;

(d) sand and gravel;

(e) plastic and synthetic;

(f) material extracted from within this Order limits during construction drilling or seabed preparation for foundation works, cable preparation works (including sandwave clearance) and cable installation works; and

(g) marine coatings, other chemicals and timber.

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

Table 3

Point	*Latitude*	*Longitude*
1	53° 50′ 11.03673656″ N	003° 36′ 31.65915051″ W

2	53° 49′ 41.72634557″ N	003° 34′ 15.69323747″ W
3	53° 49′ 45.14948499″ N	003° 29′ 48.00160838″ W
4	53° 45′ 16.81576507″ N	003° 29′ 38.45882862″ W
5	53° 45′ 00.78002400″ N	003° 36′ 04.79995593″ W
6	53° 46′ 45.95836718″ N	003° 40′ 53.89383116″ W

6. This licence remains in force until the authorised project has been decommissioned in accordance with a decommissioning programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes), and the completion of such programme has been confirmed by the Secretary of State.

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 7 (benefit of order) of this Order.

8. Should the undertaker become aware that any of the information on which the granting of this licence was based was materially false or misleading, the undertaker musty notify the MMO of this fact as soon as is reasonably practicable. The undertaker must explain in writing which information was materially false or misleading and must provide to the MMO the correct information.

PART 2

Conditions

Design parameters

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

Table 4

Parameter	*Value*
Maximum number of wind turbine generators	35
Maximum total rotor swept area (m^2)	1,858,252
Maximum height of wind turbine generators when measured from HAT to the tip of the vertical blade (m)	310
Maximum rotor diameter of each wind turbine generator (m)	280
Minimum distance from HAT to the lowest point of the rotating blade for each turbine (m)	25
Minimum intra-row distance (between wind turbine generators in a row of wind turbine generators) (m)	1,060
Minimum inter-row distance (between rows of wind turbine generators) (m)	1,410
Maximum diameter of monopiles for wind turbine generators on monopile foundations (m)	12
Maximum diameter of piles for wind turbine generators on multi-legged jackets with piling foundations (m)	3
Maximum diameter of gravity base at the seabed for wind turbine generators on gravity base foundations (m)	65
Maximum diameter of suction buckets for wind turbine generators on multi-legged jackets with suction bucket foundations (m)	20
Maximum diameter of monopiles for offshore substation platform monopile foundations (m)	12
Maximum diameter of piles for offshore substation platforms on multi-	3

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

Maintenance of the authorised project

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

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

(a) major wind turbine component or offshore substation platform replacement;

(b) painting and applying other coatings to wind turbine generators, foundation structures (including transition pieces) or offshore substation platforms;

(c) bird waste and marine growth removal;

(d) cable remedial burial;

(e) cable repairs and replacement;

(f) cable protection and scour protection replenishment or replacement;

(g) access ladder and boat landing replacement;

(h) anode replacement in connection with any wind turbine generator, offshore substation platform or foundation; and

(i) J-tube repair/replacement.

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

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

(5) An annual maintenance report must be submitted to the MMO within one month following the first anniversary of the date of first operation of the authorised development (notified in accordance with paragraph 18 (completion of construction) of this licence) and every year thereafter until the permanent cessation of operation.

(6) The annual maintenance report in sub-paragraph (5) must provide a record of the licensed activities during the preceding year, the timing of activities and methodologies used.

(7) Every fifth year, the undertaker must submit to the MMO, within one month of the anniversary of the date of first operation of authorised development (notified in accordance with paragraph 18 (completion of construction) of this licence), a consolidated maintenance report which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with sub-paragraph (5); and

(b) reconfirm the applicability of the methodologies and frequencies of the licensed activities permitted by this licence for the duration of this licence.

Extension of time periods

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

Notifications and inspections

4.—(1) The undertaker must ensure that—

(a) a copy of this licence and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 13;

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 13;

(b) within 28 days of receipt of a copy of this licence and any subsequent amendments or revisions to it those persons referred to in sub-paragraph (1)(a) must confirm receipt of this licence to the MMO.

(2) Only those persons and vessels notified to the MMO in accordance with condition 13 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b).

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during the construction, operation and maintenance of the authorised project.

(6) The undertaker must inform the MMO local office at least five days prior to the commencement of the licensed activities or any part of them and within five days of the completion of the licensed activity.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to kingfisher@seafish.co.uk of details of the vessel routes, timings and locations relating to the construction of the authorised project or relevant part—

(a) at least 14 days prior to the commencement of licensed activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) on completion of construction of all licensed activities,

and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a notice to mariners is issued at least 14 days prior to the commencement of the authorised project advising of the start date of Work No. 1 and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The undertaker must ensure that notices to mariners are updated and reissued at regular intervals during construction activities and at least five days before any planned operation and maintenance works (or otherwise agreed) and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme approved under condition 9(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify UKHO of completion (within 14 days) of construction of the authorised project or any part thereof in order that all necessary amendments to nautical charts are made. Copies of all notices must be provided to the MMO and MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised project or any part thereof, excluding the exposure of cables, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish, and UKHO, and issue a notice to regional fisheries contacts and mariners.

(12) In case of the exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify regional fisheries contacts and mariners and inform the Kingfisher Information Service of Seafish of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

Aids to navigation

5.—(1) The undertaker must during the whole of the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation, as Trinity House may from time to time direct.

(2) The undertaker must during the whole of the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project keep Trinity House and the MMO informed of progress of the authorised project including—

(a) notice of commencement of construction of the authorised project within 24 hours of commencement having occurred;

(b) notice within 24 hours of any aids to navigation being established by the undertaker; and

(c) notice within five days of completion of construction of the authorised project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 9(1)(h) using the reporting system provided by Trinity House.

(4) The undertaker must during the period from commencement of the licensed activities to completion of decommissioning of the authorised project notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as

soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 4(11) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

(6) Any jack up barges or vessels utilised during the licensed activities, when jacked up, must exhibit signals in accordance with the UK Standard Marking Schedule for Offshore Installations.

Colouring of Structures

6.—(1) Except as otherwise required by Trinity House, the undertaker must paint all structures forming part of the authorised project yellow (colour code RAL 1023) from at least HAT to a height as directed by Trinity House.

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

Chemicals, drilling and debris

7.—(1) The carriage and use of chemicals in the construction of the authorised project must comply with the International Convention for the Prevention of Pollution from Ships.

(2) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the Health and Safety Executive and the Offshore Chemical Notification Scheme.

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

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within this Order limits.

(6) The undertaker must ensure that any rock material used in the construction of the authorised project is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised project is misplaced or lost within this Order limits, the undertaker must report the loss in writing to the local enforcement office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas must be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 9(1)(e)(i).

(10) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours of the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone, and United Kingdom Hydrographic Office by email.

(11) All dropped objects which are considered a danger or hazard to navigation or which, having regard to guidance issued by the MMO from time to time, would be considered reportable, must

be reported to the MMO using the Dropped Object Procedure Form (or any updated or replacement form provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

(12) On receipt of notification or the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the marine environment at the undertaker's expense if reasonable to do so.

Force majeure

8.—(1) If, due to stress of weather or any other unforeseeable cause, the master of a vessel determines that it is necessary to deposit the authorised deposits outside of this Order limits because the safety of human life or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

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

Pre-construction plans and documentation

9.—(1) No part of the licensed activities may commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved by the MMO in consultation with the relevant statutory nature conservation body, Trinity House or the MCA, as appropriate—

(a) a design plan (which accords with the design statement) at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, which is to be submitted at least six months before the intended commencement of licensed activities, to be approved by the MMO setting out proposed details of the authorised project, including—

(i) the number, dimensions, specification, and foundation type(s) for each wind turbine generator and offshore substation platform;

(ii) the proposed layout of all wind turbine generators and offshore substation platforms (which shall be in accordance with the recommendations for layout contained in MGN654 and its annexes), including grid coordinates of the centre point of the proposed location for each wind turbine generator and offshore substation platform and providing that such centre point is subject to a maximum up to 55m micro-siting in any direction unless otherwise agreed with the MMO in consultation with the MCA and Trinity House;

(iii) the proposed specification and layout of all cables;

(iv) the proposed location and specification of all other aspects of the authorised project; and

(v) any archaeological exclusion zones or micro-siting requirements relating to any benthic habitats of conservational, ecological or economic importance constituting reef habitats of principal importance as listed under section 41 (biodiversity lists and action (England)) of the Natural Environment and Rural Communities Act 2006(**a**),

to ensure conformity with the description of Work No. 1 and Work No. 2 and compliance with conditions 1 and 2 and any wake effects plan approved by the Secretary of State in accordance with requirement 13(1)(a);

(b) a construction programme to include details of—

(i) the proposed construction start date;

(**a**) 2006 c. 16. Section 41 was amended by section 102(8) of the Environment Act 2021 (c. 30).

(ii) proposed timings for mobilisation of plant delivery of materials and installation works;

(iii) an indicative written construction programme for all wind turbine generators and offshore substation platforms forming part of the authorised project and licensed activities;

(c) a monitoring plan (which accords with the in principle monitoring plan) to include details of proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 14, 15 and 16 to be submitted to the MMO in accordance with the following—

(i) at least six months prior to the first survey, details of the pre-construction surveys and an outline of all proposed pre-construction monitoring;

(ii) at least six months prior to construction, details of construction monitoring;

(iii) at least six months prior to completion of construction, details of operational monitoring, if required;

(d) an offshore construction method statement which is to be submitted at least six months before the intended commencement of licensed activities and is in accordance with the outline construction method statement and the construction methods assessed in the environmental statement, including details of—

(i) cable specification, installation and monitoring, to include—

(aa) the technical specification of the inter-array cables and platform link cables;

(bb) a detailed cable specification and installation plan for the authorised project, incorporating a cable burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and

(cc) details of cable monitoring including details of cable protection until the authorised project is decommissioned which includes a risk based approach to the management of unburied or shallow buried cables;

(ii) scour protection management and cable protection management (which accords with the outline scour protection and cable protection plan) which is to be submitted at least six months before the installation of any scour protection or cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;

(iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works;

(iv) wind turbine generator installation methodology;

(v) offshore substation platform installation methodology;

(vi) contractors;

(vii) associated ancillary works; and

(viii) guard vessels to be employed;

(e) an offshore project environmental management plan which is to be submitted at least six months before the intended commencement of licensed activities and which accords with the outline project environmental management plan covering the period of construction and operation to include details of—

(i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised project in relation to all activities carried out;

(ii) a site specific chemical risk assessment for all chemicals that have a pathway to the marine environment and are used for the licensed activities (with the exception of any chemicals used in the course of normal navigation), which is to be submitted to the MMO for approval at least ten weeks prior to the use of such chemicals, including—

(aa) the function of the chemical;

(bb) the quantities being used and the frequency of use; and

(cc) the physical, chemical and ecotoxicological properties of the chemical (save for any chemicals present on the OSPAR List of Substances Used and Discharged Offshore which Are Considered to Pose Little or No Risk to the Environment (PLONOR));

(iii) waste management and disposal arrangements;

(iv) the contact details and responsibilities of a fisheries liaison officer;

(v) measures to minimise disturbance to marine mammals and rafting birds from vessels;

(vi) measures to minimise the potential spread of invasive non-native species;

(f) an offshore archaeological written scheme of investigation in relation to the area within this Order limits, which must accord with the outline offshore written scheme of investigation and industry good practice, in consultation with the statutory historic body to include—

(i) details of responsibilities of the undertaker, archaeological consultant and contractor;

(ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;

(iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;

(iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;

(v) monitoring of archaeological exclusion zones during and post construction;

(vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS (Online Access to the Index of Archaeological Investigations) form with a digital copy of the report within six months of completion of construction of the authorised project, and to notify Historic England and the MMO that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;

(vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and maintenance and decommissioning of the authorised project; and

(viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities;

(g) an offshore operation and maintenance plan which is to be submitted at least six months before the intended commencement of licensed activities and is in accordance with the outline offshore operation and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase;

(h) an aids to navigation management plan to be agreed by the MMO following consultation with Trinity House specifying how the undertaker will ensure compliance with condition

5 from the commencement of construction of the authorised project to the completion of decommissioning;

(i) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol (in accordance with the draft marine mammal mitigation protocol) which is to be submitted at least six months before the commencement of installation of any such driven or part-driven pile foundations, the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation body;

(j) a vessel traffic management plan which is to be submitted at least six months before the intended commencement of licensed activities and is in accordance with the outline vessel traffic management plan; and

(k) a fisheries liaison and co-existence plan (in accordance with the outline fisheries liaison and co-existence plan) which is to be submitted at least six months before the intended commencement of licensed activities to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to include—

(i) the appointment and responsibilities of a fisheries liaison officer; and

(ii) measures to address the interaction of the licensed activities with fishing activities.

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation (which must accord with the details set out in the outline offshore written scheme of investigation) which has been submitted to and approved by the MMO.

(3) For the purposes of sub-paragraph (1)(e)(ii)—

"chemical" means a chemical element and will include both substances and preparations;

"pathway to the marine environment" means open systems or closed systems that require top up;

"preparation" means a mixture or solution composed of two or more substances; and

"substance" means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition.

10.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 9 must be submitted for approval at least four months before the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed by the MMO.

(2) The MMO must determine an application for approval made under condition 9 within a period of four months commencing on the date the application is received by the MMO, except where an application is required to be made no less than six months prior to the intended commencement of the authorised scheme or relevant activity in which case the MMO must determine the application for approval within the period of six months commencing on the date the application is received by the MMO, unless otherwise agreed with the undertaker such agreement not to be unreasonably withheld or delayed.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 9.

Safety zones

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

Offshore safety management

12. No part of the authorised project may commence until the MMO, in consultation with the MCA, has confirmed that the undertaker has taken into account and, so far as is applicable to that part of the authorised project, adequately addressed all MCA recommendations as appropriate to the authorised project contained within MGN654.

Reporting of engaged agents, contractors and vessels

13.—(1) The undertaker must provide the name, address and function of any agent, contractor or subcontractor that will carry out any of the licensed activities on behalf of the undertaker to the MMO no less than 24 hours (or such other timescale as agreed with the MMO) before that agent, contractor or subcontractor carries out any such licensed activities.

(2) The undertaker must notify the MMO of any vessel being used to carry on any licensed activity listed in this licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours (or such other timescale as agreed with the MMO) before the commencement of the licensed activity. Notification must include the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(3) Any changes to the details provided under sub-paragraphs (1) and (2) must be notified to the MMO at least 24 hours (or such other timescale as agreed with the MMO) before the agent, contractor or vessel engages in the licensed activities.

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

Pre-construction monitoring and surveys

14.—(1) The undertaker must, in discharging condition 9(1)(c) submit a monitoring plan or plans in accordance with the in principle monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed pre-construction monitoring and surveys, including methodologies and timings.

(2) The pre-construction survey proposals submitted under sub-paragraph (1) must be in general accordance with the principles set out in the in principle monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The pre-construction survey proposals referred to in sub-paragraph (1) must have due regard to, but not be limited to, the need to undertake a swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within this Order limits in which it is proposed to carry out construction works.

(4) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans.

Construction monitoring

15.—(1) The undertaker must, in discharging condition 9(1)(c), submit details (which accord with the in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation body of any proposed construction monitoring, including methodologies and timings, to be carried out during the construction of the authorised project. The monitoring proposals must specify each monitoring proposal's objectives.

(2) In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of underwater sound generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees.

(3) The undertaker must carry out the monitoring approved under sub-paragraph (1), including any further underwater sound monitoring required by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable.

(4) The results of the initial underwater sound measurements monitored in accordance with sub-paragraph (2) must be provided to the MMO within six weeks of the end of piling of the first four piled foundations. The assessment of this report by the MMO will determine whether any further underwater sound monitoring is required. If, in the reasonable opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(5) The undertaker must carry out the surveys specified in the monitoring plan approved under condition 9(1)(c) in accordance with that plan, including any further underwater sound monitoring required by the MMO under sub-paragraph (4).

(6) Construction monitoring must include vessel traffic monitoring in accordance with the in principle monitoring plan, including the provision of reports on the results of that monitoring at the end of each year of the construction period to the MMO, MCA and Trinity House.

(7) In the event that piled foundations are proposed to be used, the details submitted in accordance with the marine mammal mitigation protocol must include proposals for monitoring marine mammals to ensure the ongoing efficacy of the marine mammal mitigation protocol.

Post-construction monitoring

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

(2) The monitoring proposals must specify each monitoring proposal's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position or will enable the validation or otherwise of key predictions in the environmental statement (or both).

(3) The post-construction monitoring referred to in sub-paragraph (1) must have due regard to, but not be limited to, the need to—

(a) undertake a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within this Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables have been buried or protected; and

(b) undertake post-construction vessel traffic monitoring in accordance with the in principle monitoring plan, including the provision of reports on the results of that monitoring to the MMO, MCA and Trinity House.

(4) The undertaker must carry out the monitoring agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable.

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

Reporting of scour and cable protection

17.—(1) Not more than four months following completion of the construction of the authorised project, the undertaker must provide the MMO and the relevant statutory nature conservation body

with a report setting out details of the cable protection and scour protection used for the authorised project.

(2) The report must include the following information—

(a) the location of cable protection and scour protection;

(b) the volume of cable protection and scour protection; and

(c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

Completion of construction

18.—(1) The undertaker must submit a close-out report to the MMO, MCA, Trinity House, the UKHO and the relevant statutory nature conservation body within four months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

(a) the final number of installed wind turbine generators;

(b) the installed wind turbine generator parameters relevant for ornithological collision risk modelling;

(c) as built plans;

(d) latitude and longitude coordinates of the centre point of the location for each wind turbine generator and offshore substation platform provided as Geographical Information System data referenced to WGS84 datum; and

(e) latitude and longitude coordinates of the inter array cables and platform link cable routes provided as Geographical Information System data referenced to WGS84 datum.

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

Marine Noise Registry

19.—(1) In the event that driven or part-driven pile foundations are proposed to be used as part of the foundation installation, the undertaker must provide the following information to the Marine Noise Registry—

(a) no less than six months prior to the commencement of each stage of construction of the licensed activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry's forward look requirements;

(b) within two weeks after commencement of each stage of construction of the licensed activities, information on the location, start and end dates of impact pile driving to satisfy the Marine Noise Registry's forward look requirements; and

(c) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's close out requirements by 7 April for the winter season (October to March inclusive) and 7 October for the summer season (April to September inclusive) or within 12 weeks of completion of impact pile driving, whichever is earlier.

(2) For the purpose of this condition—

"Marine Noise Registry" means the database of impulsive noise generating activities in UK seas maintained by the Joint Nature Conservation Committee or any successor database; and

"forward look" and "close out" requirements are as set out in the "UK Marine Noise Registry: Information Document, Version 1 (May 2016)" or any updated information document.

Underwater sound management strategy

20.—(1) No piling activities shall commence until an underwater sound management strategy for those activities, which accords with the outline underwater sound management strategy, has

been submitted to and approved by the MMO in consultation with the relevant statutory nature conservation body.

(2) Where driven or part-driven pile foundations are proposed to be installed, the underwater sound management strategy submitted under sub-paragraph (1) must include details of the noise reduction measures or noise abatement system (or both) that will be utilised to reduce sound from those piling activities.

(3) The underwater sound management strategy must be submitted to the MMO no later than six months prior to the commencement of the relevant activities (or such other timescale as agreed with the MMO).

(4) No piling activities associated with the authorised development shall be undertaken between 15 February and 31 March (inclusive), unless—

(a) such activities are deemed necessary by the undertaker during this period;

(b) any additional mitigation requirements for such activities are included in the underwater sound management strategy approved by the MMO under paragraph (1); and

(c) such activities are thereafter undertaken with the additional mitigation requirements identified and approved by the MMO under sub-paragraph (4)(b).

(5) The piling activities must be carried out in accordance with the approved underwater sound management strategy for the duration of such activities.

Deployment of new cable protection and scour protection

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

SCHEDULE 7

Article 17

Compensation Measures

PART 1

Compensation measures: Morecambe Bay and Duddon Estuary Special Protection Area and Ribble and Alt Estuaries Special Protection Area

1. In this part—

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

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

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

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

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

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

"the Marine Recovery Fund" means the fund to be established and operated by Defra pursuant to section 292 of the Energy Act 2023 for the implementation of strategic compensation or any equivalent fund established by a Government body for that purpose;

"Marine Recovery Fund Payment" means a contribution to the Marine Recovery Fund to compensate for the predicted loss of lesser black-backed gull from the MBDE and RAE SPA as a result of the authorised development the sum of which shall be agreed with Defra or other organisation responsible for the operation of the Marine Recovery Fund;

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

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

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

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

2. No later than six months prior to the commencement of the authorised development, the undertaker must confirm in writing to the Secretary of State that—

(a) it intends to make a Marine Recovery Fund Payment wholly in substitution for the lesser black-backed gull compensation measure and that it has received confirmation from Defra or the Marine Recovery Fund operator that suitable measures are available; or

(b) it intends to submit a final lesser black-backed gull CIMP to the Secretary of State for approval.

3. If the undertaker confirms that it intends to make a Marine Recovery Fund Payment under paragraph 2(a) then no offshore works are to commence until the Secretary of State has provided consent in writing to the Marine Recovery Fund Payment being made in substitution for the lesser black-backed gull compensation measure.

4. Where the undertaker elects to submit a final lesser black-backed gull CIMP under paragraph 2(b) the authorised development may not be commenced until a plan for the work of the LBBGCSG has been submitted to and approved by the Secretary of State. Such a plan must include—

(a) the identity of, or the arrangements for establishment of, the LBBGCSG;

(b) its terms of reference;

(c) details of its membership which shall (as a minimum) include the relevant planning authority, the relevant statutory nature conservation body and, where appropriate, the MMO as core members and the Royal Society for the Protection of Birds as an advisory member;

(d) details of the proposed schedule of meetings, reporting and review periods;

(e) the dispute resolution mechanism and confidentiality provisions; and

(f) a schedule of preparation and delivery for the work of the LBBGCSG.

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

6. The final lesser black-backed gull CIMP, if required, must be based on the strategy for lesser black-backed gull compensation set out in the outline compensation implementation and monitoring plan and must include—

(a) details of the location(s) where the lesser black-backed gull compensation measure will be delivered;

(b) details of how any necessary land access rights, licences and approvals have been or will be obtained;

(c) an implementation timetable for delivery of the lesser black-backed gull compensation measure;

(d) a record of LBBGCSG consultations;

(e) details of the proposed ongoing monitoring and reporting on the effectiveness of the lesser black-backed gull compensation measure, including—

(i) survey methods;

(ii) success criteria;

(iii) adaptive management measures;

(iv) timescales for the monitoring and monitoring reports to be delivered; and

(v) details of the mechanism to determine the need for any alternative compensation measures or implementation of adaptive management measures (or both).

7. Where the undertaker elects to submit a final lesser black-backed gull CIMP it must implement the measures set out therein as approved by the Secretary of State, unless otherwise agreed by the Secretary of State in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO or the relevant local planning authority.

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

9. Results from the monitoring and reporting scheme referred to in paragraph 6(e) must be submitted at least annually to the Secretary of State and members of the LBBGCSG. This must include details of the effectiveness of the compensation measures delivered. If the undertaker, or, on receipt of a monitoring report, the Secretary of State, determines that the compensation measures delivered have been ineffective the undertaker must provide proposals for any alternative and/or adaptive management measures to address this. Any proposals to address the ineffectiveness of the compensation measures must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

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

11. The lesser black-backed gull compensation measure as approved in the final lesser black-backed gull CIMP must be maintained by the undertaker (or at the undertaker's expense) for the operational lifetime of the WTGs erected under Work No.1 and must not be decommissioned without the written approval of the Secretary of State in consultation with the relevant statutory nature conservation body.

12. The final lesser black-backed gull CIMP approved under this Schedule includes any amendments that may subsequently be approved by the Secretary of State. Any amendments to or variations of the approved final lesser black-backed gull CIMP must be in accordance with the principles set out in the outline compensation implementation and monitoring plan.

13. Where the undertaker has confirmed that it intends to make a Marine Recovery Fund Payment there shall be no operation of any WTG unless and until the undertaker has received confirmation from Defra or other organisation responsible for the operation of the Marine Recovery Fund that suitable measures are available, the Marine Recovery Fund Payment has been quantified, such payment has been made by the undertaker and the Secretary of State has confirmed in writing that such payment fulfils the requirement for compensation measures.

Following such payment the undertaker shall not be required to implement any further compensation measures for lesser black-backed gull pursuant to this Part 1 of Schedule 7.

14. If before the coming into force of this Order the undertaker or any other person has taken any steps that were intended to be steps towards compliance with any provision of this Schedule 7, those steps may be taken into account for the purpose of determining compliance with that provision if they would have been valid steps for that purpose had they been taken after this Order came into force.

15. In carrying out any activity pursuant to this Part 1 of Schedule 7, the undertaker must consider the applicability of that activity to great black-backed gull and seek to, as far as possible, maximise the benefit of such activity to great black-backed gull.

PART 2

Compensation measures: Liverpool Bay / Bae Lerpwl Special Protection

1. In this Part—

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

"final red-throated diver CIMP" means a red-throated diver compensation implementation and monitoring plan for the delivery of habitat management measure to compensate for the predicted loss of red-throated diver from the LBBL as a result of the authorised development;

"habitat management measure" means the measure to manage and improve habitat, including but not limited to the provision of nesting rafts, for nesting red-throated diver at key red-throated diver nesting site(s);

"LBBL" means the site designated as the Liverpool Bay / Bar Lerpwl Special Protection Area;

"outline compensation implementation and monitoring plan – red-throated diver" means the document certificated as the outline compensation implementation and monitoring plan – red-throated diver for the purposes of this Order under article 12 (certification of documents and plans, etc.);

"the Marine Recovery Fund" means the fund to be established and operated by Defra pursuant to section 292 of the Energy Act 2023 for the implementation of strategic compensation or any equivalent fund established by a Government body for that purpose;

"Marine Recovery Fund Payment" means a contribution to the Marine Recovery Fund to compensate for the predicted loss of red-throated diver from the LBBL as a result of the authorised development the sum of which shall be agreed with Defra or other organisation responsible for the operation of the Marine Recovery Fund;

"relevant planning authority" means the planning authority in whose area the red-throated driver compensation measure is located;

"RTDCSG" means the Red-Throated Diver Compensation Sterring Group.

2. No later than six months prior to the commencement of the authorised development, the undertaker must confirm in writing to the Secretary of State that—

(a) it intends to make a Marine Recovery Fund Payment wholly in substitution for the habitat management measure and that it has received confirmation from Defra or the Marine Recovery Fund operator that suitable measures are available; or

(b) it intends to submit a final red-throated diver CIMP to the Secretary of State for approval.

3. If the undertaker confirms that it intends to make a Marine Recovery Fund Payment under paragraph 2(a) then no offshore works are to commence until the Secretary of State has provided consent in writing to the Marine Recovery Fund Payment being made in substitution for the habitat management measure.

4. Where the undertaker elects to submit a final red-throated diver CIMP under paragraph 2(b) the authorised development may not be commenced until a plan for the work of the RTDCSG has been submitted to and approved by the Secretary of State. Such a plan must include—

(a) the identity of, or the arrangements for establishment of, the RTDCSG;

(b) its terms of reference;

(c) details of its membership which shall include (as a minimum) the relevant statutory nature conservation body and, where appropriate, the MMO or the relevant planning authority as core members and NatureScot and the Royal Society for the Protection of Birds as advisory members;

(d) details of the proposed schedule of meetings, and reporting and review periods;

(e) the dispute resolution mechanism and confidentiality provisions; and

(f) a schedule of preparation and delivery for the work of the RTDCSG.

5. Following consultation with the RTDCSG the final red-throated diver CIMP, if required, must be submitted to the Secretary of State for approval, in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO or the relevant local planning authority.

6. The final red-throated diver CIMP, if required, must be based on the outline compensation implementation and monitoring plan – red-throated diver and must include—

(a) details of the location(s) where the habitat management measure will be delivered;

(b) details of how any necessary land access rights, licences and approvals have been or will be obtained;

(c) an implementation timetable for delivery of the habitat management measure;

(d) a record of RTDCSG consultations;

(e) details of the proposed ongoing monitoring and reporting on the effectiveness of the habitat management measure, including—

(i) survey methods;

(ii) success criteria;

(iii) adaptive management measures;

(iv) timescales for the monitoring and monitoring reports to be delivered; and

(v) details of the mechanism to determine the need for any alternative compensation measures or implementation of adaptive management measures (or both).

7. Where the undertaker elects to submit a final red-throated diver CIMP it must implement the measures set out therein as approved by the Secretary of State, unless otherwise agreed by the Secretary of State in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO or the relevant local planning authority.

8. No WTG forming part of Work No. 1 shall be erected until the habitat management measure has been implemented, unless commencement of construction at an earlier date is approved by the Secretary of State.

9. Results from the monitoring and reporting scheme referred to in paragraph 6(e) must be submitted at least annually to the Secretary of State and members of the RTDCSG. This must include details of the effectiveness of the compensation measures delivered. If the undertaker, or, on receipt of a monitoring report, the Secretary of State, determines that the compensation measures delivered have been ineffective the undertaker must provide proposals for any alternative and/or adaptive management measures to address this. Any proposals to address the ineffectiveness of the compensation measures must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

10. The undertaker must notify the Secretary of State of the implementation of the habitat management measure.

11. The habitat management measure as approved in the final red-throated diver CIMP must be maintained by the undertaker (or at the undertaker's expense) for the operational lifetime of the WTGs erected under Work No. 1 and must not be decommissioned without the written approval of the Secretary of State in consultation with the relevant statutory nature conservation body.

12. The final red-throated diver CIMP approved under this Schedule includes any amendments that may subsequently be approved by the Secretary of State. Any amendments to or variations of the final red-throated diver CIMP must be in accordance with the principles set out in the outline compensation implementation and monitoring plan.

13. Where the undertaker has confirmed that it intends to make a Marine Recovery Fund Payment there shall be no operation of any WTG unless and until the undertaker has received confirmation from Defra or other organisation responsible for the operation of the Marine Recovery Fund that suitable measures are available, the Marine Recovery Fund Payment has been quantified, such payment has been made by the undertaker and the Secretary of State has confirmed in writing that such payment fulfils the requirement for compensation measures. Following such payment the undertaker shall not be required to implement any further compensation measures for red-throated diver pursuant to this Part 2 of Schedule 7.

14. If before the coming into force of this Order the undertaker or any other person has taken any steps that were intended to be steps towards compliance with any provision of Schedule 7, those steps may be taken into account for the purpose of determining compliance with that provision if they would have been valid steps for that purpose had they been taken after this Order came into force.

SCHEDULE 8

Article 12

Documents to be certified

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

Table 5

Document Reference Number	*Planning Inspectorate Reference*	*Document Name*	*Revision*	*Date*
2.1	APP-005	Offshore Location Plan	01	May 2024
2.3	APP-007	Offshore Works Plan	01	May 2024
2.4	APP-008	Offshore Order Limits and Grid Coordinates Plan	01	May 2024
2.5	APP-009	Indicative Extent of Marine Licence	01	May 2024
2.6	AS-003	Offshore Statutory and Non-Statutory Nature Conservation Sites	02	July 2024
2.7	APP-011	Historic Environment Plan	01	May 2024
4.3	REP5a-007	Design Statement	04	April 2025
Habitats Regulations Assessment Report				
4.9	REP5a-009	Report to Inform Appropriate Assessment	05	April 2025
4.11	REP5a-011	Habitats Regulations Assessment Without Prejudice Derogation Case	04	April 2025
4.11.1	REP5a-013	Outline Compensation Implementation and Monitoring Plan	02	April 2025
9.37	REP5a-046	Habitats Regulations Assessment	03	April 2025

		Without Prejudice Derogation Case (RTD)		
9.38	REP5a-048	Outline Compensation Implementation and Monitoring Plan – Red-throated diver	02	April 2025
Environmental Statement				
5.1.1	REP1-020	Chapter 1 Introduction	02	November 2024
5.1.2	APP-039	Chapter 2 Need for the Project	01	May 2024
5.1.3	APP-040	Chapter 3 Policy and Legislation	01	May 2024
5.1.4	APP-041	Chapter 4 Site Selection and Assessment of Alternatives	01	May 2024
5.1.5	REP1-022	Chapter 5 Project Description	02	November 2024
5.1.6	APP-043	Chapter 6 EIA Methodology	01	May 2024
5.1.7	REP5a-015	Chapter 7 Marine Geology Oceanography and Physical Processes	05	April 2025
5.1.8	REP2-010	Chapter 8 Marine Sediment and Water Quality	03	December 2024
5.1.9	REP5a-017	Chapter 9 Benthic Ecology	04	April 2025
5.1.10	REP3-016	Chapter 10 Fish and Shellfish Ecology	03	January 2025
5.1.11	REP5a-019	Chapter 11 Marine Mammals	05	April 2025
5.1.12	REP6-009	Chapter 12 Offshore Ornithology	04	April 2025
5.1.13	REP3-018	Chapter 13 Commercial Fisheries	02	January 2025
5.1.14	REP3-020	Chapter 14 Shipping and Navigation	02	January 2025
5.1.15	REP3-022	Chapter 15 Marine Archaeology and Cultural Heritage	03	January 2025
5.1.16	REP3-024	Chapter 16 Civil and Military Aviation and Radar	03	January 2025
5.1.17	REP1-038	Chapter 17 Infrastructure and Other Users	02	November 2024
5.1.18	REP3-026	Chapter 18 Seascape Landscape and Visual Impact Assessment.	02	January 2025
5.1.19	REP6-011	Chapter 19 Human Health	03	April 2025
5.1.20	APP-057	Chapter 20 Socio-economics Tourism and Recreation	01	May 2024
5.1.21	REP6-013	Chapter 21 Climate Change	03	April 2025
5.1.22	APP-059	Chapter 22 Traffic and Transport	01	May 2024
5.1.23	REP1-042	Chapter 23 Summary: Generation and Transmission Assets Assessment	02	November 2024
5.2.6.1	APP-061	Appendix 6.1 CEA Project Long List	01	May 2024
5.2.7.1	APP-062	Appendix 7.1 Offshore Geophysical Survey	01	May 2024
5.2.9.1	APP-063	Appendix 9.1 Benthic Characterisation Survey	01	May 2024
5.2.9.2	APP-064	Appendix 9.2 Marine Evidence-based Sensitivity Assessment	01	May 2024
5.2.11.1	REP4-013	Appendix 11.1 Underwater Noise Assessment	02	February 2025
5.2.11.2	REP4-015	Appendix 11.2 Marine Mammal Information and Survey Data	04	February 2025
5.2.11.3	REP4-017	Appendix 11.3 Marine Mammal Unexploded Ordnance Assessment	03	February 2025

5.2.11.4	REP4-019	Appendix 11.4 Marine Mammal CEA Project Screening	03	February 2025
5.2.11.5	APP-069	Appendix 11.5 Marine Mammal Consultation Responses	01	May 2024
5.2.12.1	APP-070	Appendix 12.1 Offshore Ornithology Technical Report	01	May 2024
5.2.12.2	APP-071	Appendix 12.2 Aerial Survey Two Year Report March 2021 to February 2023	01	May 2024
5.2.13.1	REP2-014	Appendix 13.1 Commercial Fisheries Technical Report	02	December 2024
5.2.14.1	REP3-028	Appendix 14.1 Navigation Risk Assessment	02	January 2025
5.2.14.2	APP-074	Appendix 14.2 Cumulative Regional Navigation Risk Assessment	01	May 2024
5.2.15.1	APP-075	Appendix 15.1 Archaeological Assessment of Geophysical and Hydrographic Data	01	May 2024
5.2.15.2	APP-076	Appendix 15.2 Seismic Data Review	01	May 2024
5.2.15.3	REP3-030	Appendix 15.3 Settings Assessment	02	May 2024
5.2.16.1	REP1-050	Appendix 16.1 Airspace Analysis and Radar Modelling	02	November 2024
5.2.16.2	REP3-032	Appendix 16.2 Blackpool Instrument Flight Procedure Safeguarding Report	02	January 2025
5.2.16.3	APP-080	Appendix 16.3 Other Instrument Flight Procedure Assessments	01	May 2024
5.2.17.1	APP-081	Appendix 17.1 Helicopter Access Study	01	May 2024
5.2.17.2	REP3-034	Appendix 17.2 Radar Early Warning System Technical Report	02	May 2024
5.2.18.1	APP-083	Appendix 18.1 SLVIA Methodology	01	May 2024
5.2.18.2	REP1-052	Appendix 18.2 SLVIA Preliminary Assessment	02	November 2024
5.2.18.3	APP-085	Appendix 18.3 SLVIA Viewpoint Assessment	01	May 2024
5.2.20.1	APP-086	Appendix 20.1 Offshore Windfarm Economic Impact Assessment Methodology	01	May 2024
5.2.21.1	REP5-018	Appendix 21.1 Greenhouse Gas Assessment Methodology	02	March 2025
5.3.1	APP-088	Chapter 1 Introduction Figures	01	May 2024
5.3.4	APP-089	Chapter 4 Site Selection and Assessment of Alternatives Figures	01	May 2024
5.3.5	APP-090	Chapter 5 Project Description Figures	01	May 2024
5.3.7	REP3-036	Chapter 7 Marine Geology Oceanography and Physical Processes Figures	03	January 2025
5.3.8	APP-092	Chapter 8 Marine Sediment and Water Quality Figures	01	May 2024
5.3.9	APP-093	Chapter 9 Benthic Ecology Figures	01	May 2024
5.3.10	PD1-008	Chapter 10 Fish and Shellfish Ecology Figures	02	October 2024
5.3.11	APP-095	Chapter 11 Marine Mammals Figures	01	May 2024
5.3.12	APP-096	Chapter 12 Offshore Ornithology Figures	01	May 2024

5.3.13	APP-097	Chapter 13 Commercial Fisheries Figures	01	May 2024
5.3.14	APP-098	Chapter 14 Shipping and Navigation Figures	01	May 2024
5.3.15	APP-099	Chapter 15 Marine Archaeology and Cultural Heritage Figures	01	May 2024
5.3.15.1	APP-100	Appendix 15.3 Generation Assets Setting Assessment Cultural Heritage Viewpoint 1	01	May 2024
5.3.15.2	APP-101	Appendix 15.3 Generation Assets Setting Assessment Cultural Heritage Viewpoint 2	01	May 2024
5.3.15.3	APP-102	Appendix 15.3 Generation Assets Setting Assessment Cultural Heritage Viewpoint 3	01	May 2024
5.3.15.4	APP-103	Appendix 15.3 Generation Assets Setting Assessment Cultural Heritage Viewpoint 4	01	May 2024
5.3.16	REP3-037	Chapter 16 Civil and Military Aviation and Radar Figures	02	January 2025
5.3.17	APP-105	Chapter 17 Infrastructure and Other Users Figures	01	May 2024
5.3.18.1	APP-106	Chapter 18 SLVIA Figures Part 1 of 34	01	May 2024
5.3.18.2	REP3-038	Chapter 18 SLVIA Figures Part 2 of 34	02	January 2025
5.3.18.3	APP-108	Chapter 18 SLVIA Figures Part 3 of 34	01	May 2024
5.3.18.4	APP-109	Chapter 18 SLVIA Figures Part 4 of 34	01	May 2024
5.3.18.5	APP-110	Chapter 18 SLVIA Figures Part 5 of 34	01	May 2024
5.3.18.6	APP-111	Chapter 18 SLVIA Figures Part 6 of 34	01	May 2024
5.3.18.7	APP-112	Chapter 18 SLVIA Figures Part 7 of 34	01	May 2024
5.3.18.8	APP-113	Chapter 18 SLVIA Figures Part 8 of 34	01	May 2024
5.3.18.9	APP-114	Chapter 18 SLVIA Figures Part 9 of 34	01	May 2024
5.3.18.10	APP-115	Chapter 18 SLVIA Figures Part 10 of 34	01	May 2024
5.3.18.11	APP-116	Chapter 18 SLVIA Figures Part 11 of 34	01	May 2024
5.3.18.12	APP-117	Chapter 18 SLVIA Figures Part 12 of 34	01	May 2024
5.3.18.13	APP-118	Chapter 18 SLVIA Figures Part 13 of 34	01	May 2024
5.3.18.14	APP-119	Chapter 18 SLVIA Figures Part 14 of 34	01	May 2024
5.3.18.15	APP-120	Chapter 18 SLVIA Figures Part 15 of 34	01	May 2024
5.3.18.16	APP-121	Chapter 18 SLVIA Figures Part 16 of 34	01	May 2024
5.3.18.17	APP-122	Chapter 18 SLVIA Figures Part 17 of	01	May 2024

		34		
5.3.18.18	APP-123	Chapter 18 SLVIA Figures Part 18 of 34	01	May 2024
5.3.18.19	APP-124	Chapter 18 SLVIA Figures Part 19 of 34	01	May 2024
5.3.18.20	APP-125	Chapter 18 SLVIA Figures Part 20 of 34	01	May 2024
5.3.18.21	APP-126	Chapter 18 SLVIA Figures Part 21 of 34	01	May 2024
5.3.18.22	APP-127	Chapter 18 SLVIA Figures Part 22 of 34	01	May 2024
5.3.18.23	APP-128	Chapter 18 SLVIA Figures Part 23 of 34	01	May 2024
5.3.18.24	APP-129	Chapter 18 SLVIA Figures Part 24 of 34	01	May 2024
5.3.18.25	APP-130	Chapter 18 SLVIA Figures Part 25 of 34	01	May 2024
5.3.18.26	APP-131	Chapter 18 SLVIA Figures Part 26 of 34	01	May 2024
5.3.18.27	APP-132	Chapter 18 SLVIA Figures Part 27 of 34	01	May 2024
5.3.18.28	APP-133	Chapter 18 SLVIA Figures Part 28 of 34	01	May 2024
5.3.18.29	APP-134	Chapter 18 SLVIA Figures Part 29 of 34	01	May 2024
5.3.18.30	APP-135	Chapter 18 SLVIA Figures Part 30 of 34	01	May 2024
5.3.18.31	APP-136	Chapter 18 SLVIA Figures Part 31 of 34	01	May 2024
5.3.18.32	APP-137	Chapter 18 SLVIA Figures Part 32 of 34	01	May 2024
5.3.18.33	APP-138	Chapter 18 SLVIA Figures Part 33 of 34	01	May 2024
5.3.18.34	APP-139	Chapter 18 SLVIA Figures Part 34 of 34	01	May 2024
5.3.19	APP-140	Chapter 19 Human Health Figures	01	May 2024
5.3.20	APP-141	Chapter 20 Socio-economics Tourism and Recreation Figures	01	May 2024
5.3.23	APP-142	Chapter 23 Summary Generation and Transmission Assets Assessment Figures	01	May 2024
5.4	APP-143	Scoping Report and Scoping Opinion	01	May 2024
5.5	AS-016	Schedule of Mitigation	07	April 2025
9.44	REP3-073	Impact Assessment of Proposed Morecambe Bay Windfarm Against Selected Instrument Flight Procedures	01	January 2025
9.66	REP6-037	VHF, UHF, and DF Technical Safeguarding Assessment	02	April 2025
Outline plans and documents				
6.2	REP5a-023	Outline Project Environmental Management Plan	05	April 2025
6.3	REP5a-025	Outline Fisheries Liaison and Co-Existence Plan	05	April 2025
6.4	REP6-017	In Principle Monitoring Plan	06	April 2025
6.5	REP6-019	Draft Marine Mammal Mitigation	06	April 2025

		Protocol		
6.6	REP5-030	Outline Offshore Operation and Maintenance Plan	03	March 2025
6.7	REP5-032	Outline Port Access and Transport Plan	02	March 2025
6.8	REP5-034	Outline Scour Protection and Cable Protection Plan	03	March 2025
6.9	REP5a-031	Outline Vessel Traffic Management Plan	05	April 2025
6.10	REP5-038	Outline Offshore Written Scheme of Investigation	02	March 2025
6.11	REP5-040	Outline Skills and Employment Plan	02	March 2025
9.32	REP5a-042	Outline Underwater Sound Management Strategy	04	April 2025
9.49	REP6-034	Outline Construction Method Statement	03	April 2025
10.3.1	C1-011	Appendix C: The Applicant's Response to Question 20 - Harbour Energy - Agreed Protective Provisions (Harbour Protective Provisions Plan only)	01	September 2025
10.4.1	C5-002a	Appendix A.2: Agreed Protective Provisions Plans	01	November 2025

EXPLANATORY NOTE

(This note is not part of this Order)

This Order grants development consent for, and authorises the construction, operation and maintenance of, an offshore wind farm generating station located approximately 30 kilometres from the Lancashire coast of England, together with associated development. This Order imposes requirements in connection with the development.

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

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