

### Offshore Wind Leasing Round 4 Bidders Information Day Q&A Summary

Meeting	Offshore Wind Leasing Round 4 – Bidders Information Day: Q&A Summary
Date	Wednesday 9 October 2019
Venue	One Great George Street, London, SW1P 3AA
Chair	Clare Collard, Head of Public Affairs and Community, The Crown Estate
Presenters	<ul> <li>Huub den Rooijen, Director of Energy, Minerals &amp; Infrastructure, The Crown Estate</li> <li>Yuen Cheung, Head of Offshore Wind Policy, BEIS</li> <li>Heledd Cressey, Division for Decarbonisation and Energy, Welsh Government</li> <li>Will Apps, Head of Energy Development, The Crown Estate</li> <li>Jonny Boston, Business Development Manager and Programme Manager for</li> <li>Round 4, The Crown Estate</li> <li>Olivia Thomas, Head of Marine Planning, The Crown Estate</li> <li>Helen Elphick, Senior Development Manager, The Crown Estate</li> <li>Ben Barton, Senior Commercial Manager, The Crown Estate</li> <li>Greg Tomlinson, Senior Marine Planning &amp; Consents Manager, The Crown Estate</li> </ul>

We launched <u>Offshore Wind Leasing Round 4</u> on Thursday 19 September 2019, opening up the potential for at least 7 GW of new seabed rights for offshore wind development in the waters around England and Wales - enough to meet the electricity needs of over six million homes.

This launch followed more than 18 months' engagement with a wide range of organisations and stakeholders, through which we have developed and refined our proposals.

On 9 October 2019 we held our Bidders' Information Day for UK and international market representatives and advisers. At the event we presented information on our proposals to organisations who may wish to compete for seabed rights, to provide an overview of the leasing process and to explain how it will work in practice.

The slides from our presentation and audio recordings of the presentations are <u>available on our website</u> together with this document, which provides a summary of the questions that were asked, and answers that were given, during the event.

The presentations and this Q&A summary reflect The Crown Estate's thinking at a moment in time (9 October 2019). All information provided is therefore subject to change.



### SESSION 1 Summary of Introduction, Policy & Portfolio context Q&A session

### Yuen Cheung (BEIS), Heledd Cressey (Welsh Government), Huub den Rooijen (Director of Energy, Minerals and Infrastructure, The Crown Estate) and Will Apps (Head of Energy Development, The Crown Estate)

Q1: In the move to having Contracts for Difference rounds every two years, do you have a feel for how much new capacity would need to be released via seabed leasing in order for you to reach the government targets?

**Answer from The Crown Estate:** We have put a lot of effort into shaping Round 4 and finding the right balance between what is achievable now, and what the acceptable impacts of offshore wind might be currently. At this point, it would be premature to talk about releasing further seabed rights beyond Round 4 before we know what the solution route for issues such as air defence radar look like.

Following the decision by the Secretary of State to defer the Hornsea 3 consent, it is clear that there are some significant issues to deal with regarding further impacts. Once we have Round 4 firmly established, The Crown Estate will also be looking at that question and be able to provide a more substantial answer to that question in due course.

# Q2: Would sites that would be suitable for different technologies such as floating wind start to become available perhaps as early as the next round, or would we have to wait until future allocations?

**Answer from The Crown Estate:** We acknowledge there will be sustained demand for seabed, both for the current suite of technologies and for future technologies. Innovation is a really important element in the leasing process.

For the moment, we will be focusing on delivering Round 4. In the future, we will have more clarity on specifics, for example the opportunities for floating wind.

**Answer from BEIS:** We understand that Renewable UK and Scottish Renewables are currently looking at the case for floating in the UK over the medium term. We look forward to seeing the results of that work.

The Net Zero target is interesting in relation to floating wind. We don't necessarily need floating wind technology to hit 30 gigawatts by 2030, and perhaps not even to hit 40 gigawatts.

Then there are the numbers from the Committee on Climate Change of 75 gigawatts by 2050. (Please note, this is not a government number, this is a number put forward by the Committee on Climate Change). With numbers like this, floating wind becomes more of a consideration, not just from an electricity generation perspective but also from an industrial benefit perspective. It is however too



early to go into more specifics. We look forward to working with the trade associations once they have completed their work and engaged with their stakeholders.

**Answer from Welsh Government:** We are keen to understand what opportunities might exist for floating offshore wind in Wales. In addition to the Marine Plan, there will be strategic resource areas that will be supplementing the plan. These will look at the available resource of wave and tidal stream in addition to floating offshore wind. Wales and Cornwall are also working with ORE Catapult to identify opportunities for floating offshore in Wales.

Q3: Is there any potential for moving to a centralised bidding model in the future? Was this considered for Round 4 and is now precluded from future rounds, or is there a chance that we will change the bidding model in future?

**Answer from The Crown Estate:** The model that we have chosen is based on a significant engagement effort that we undertook a few years ago together with BEIS. We interviewed many developers and the appetite was for the kind of hybrid model that we are now launching, which allows competent developers the freedom to identify new project locations.

At the moment, we have no plans to change this model to a centralised bidding model like those we see on the continent. We are aware that whenever we change the framework, we will prompt regulatory discontinuity. Given the current success of offshore wind, we are reluctant to make such changes. However, we are always willing to listen to alternative perspectives so if you would like to challenge this, then please let us know.



## SESSION 2: Summary of The Crown Estate's role in leasing and as a competent authority (plan-level HRA) Q&A session

Will Apps (Head of Energy Development) and Greg Tomlinson (Senior Marine Planning & Consents Manager)

No questions asked in this session.



### SESSION 3 Summary of Leasing process overview, our region refinement journey and project principles

### Olivia Thomas (Head of Marine Planning), Jonny Boston (Business Development Manager and Programme Manager for Round 4) and Helen Elphick (Senior Development Manager)

## Q4: Could you provide more detail regarding the overlap of project sites with oil and gas activities, and the potential for hybrid projects, for example gas-to-wire?

**Answer from The Crown Estate:** We are allowing project sites to overlap with existing oil and gas infrastructure. If a buffer was included around all oil and gas assets, infrastructure and licences, this would sterilise a large area of seabed, which we're aiming to avoid given that both industries are keen to collaborate, including on hybrid projects such as gas-to-wire.

For seabed areas where assets are already in existence, the two operators would need to come to an agreement. There is enough space for the two to co-exist, but the specifics of how this will work will only become clear during the development process. The Agreement for Lease covers the development phase and typically lasts for a period between five and ten years, during which work would be completed to identify the most suitable parts of the site. The lease would then be defined in the area deemed most suitable.

There is more information on oil and gas infrastructure in our Characterisation Area Reports. We encourage and expect developers to look at those reports (and resources linked to from them such as the Oil and Gas Authority's website) as part of the site selection process. This issue speaks to why we need competent bidders for the process; allowing developers the freedom to choose their sites, with an understanding of the potential risks involved.

# Q5: If you are awarded a lease in Round 4 (awards anticipated to be the end of 2021), does that preclude successful leases from bidding in the Contracts for Difference (CfD) auction held in 2021?

**Answer from The Crown Estate:** Developers would need consent to able to apply for a CfD, so when Round 4 Agreements for Lease are awarded in 2021, there will not be sufficient time available to gain consent before the CfD auction that year. Developers could start on development work once awarded a project through the bidding cycles but would need to manage the HRA risks – however due to the timescales of the consenting process, this would still not provide enough time to gain consent before a CfD auction in 2021.



## Q6: The innovation discount is a very small portion of gross revenue – around 0.1 per cent in my calculations. Could you please explain the rationale behind that level of discount?

**Answer from The Crown Estate:** Innovation is something that is really important, alongside dealing with cumulative impacts and the other issues we've talked about. We've spent some time over the last 18 months considering the context of our role and the impact of that, particularly regarding the importance of innovation.

This is about what we can do to enable the future. The innovation discount is 50 per cent of the rent for that part of the wind farm. If ten per cent of the project is demonstrating a new technology, then that ten per cent is receiving a 50 per cent discount. In terms of what we're able to offer within the agreement of our role, this is relatively significant.

We do realise that this discount may not, in itself, be the single thing that makes an innovation project viable. However, we believe it is part of a package of initiatives that will interest developers. The ability to incorporate innovation into the project design is a benefit and the discount should help to offset some of the additional costs that may be incurred. We also recognise that more substantial financial incentives may also need to come into play, but are seeking to play our part in encouraging activity in this important area.

#### Q7: Do you have any guidance on what an acceptable turbine envelope would look like?

**Answer from The Crown Estate:** We are not planning to mandate a technology envelope for either turbines or foundations. We are looking to developers to provide information during the tender process to inform the design envelope for the plan level HRA, but it will not be assessed as part of the technical submissions.

## Q8: You mentioned the definition of a qualifying innovation is something that is still subject to refinement or clarity. What is the timeline for that?

**Answer from The Crown Estate:** The definition of qualifying innovation will include various different aspects. Firstly, it will need to be something that requires demonstration offshore. There is likely to also be a link to certain parameters within the offshore wind innovation hub road maps.

For example, being within a specified range of technology readiness levels because we are looking for things that are not fully commercial yet, so they cannot have passed TRL9, but will need to have gone through the early stages of development. Some of our work over this autumn will be looking at defining these metrics and validating these with industry before they are finalised.



# Q9: Did The Crown Estate consider any relief on the spatial requirements when looking at floating foundation innovation, for example where the density requirements could be reduced in some way?

**Answer from The Crown Estate:** Given the commercial nature of this leasing round, we haven't given any special consideration in that respect. We haven't been made aware of the need for a lower density at the Agreement for Lease stage for floating technologies.

In addition, the density requirement will be for the project as a whole. Therefore, if you needed more space surround floating turbines, there would be some flexibility within the standard parameters. Please remember there is a separate standalone test & demonstration leasing process, which we will be continuing to run alongside Round 4. So if companies are interested in doing floating projects then please do continue to engage with us.

# Q10: There are apparent inconsistences in the treatment of SACs in defining the regions, in that you have excluded Bassurelle Sandbank in the South East seabed habitat due to adverse conditions, yet there is something of a similar description in Dogger Bank?

**Answer from The Crown Estate:** This is an issue of proportionality and scale. Where we've looked at SACs that would cause consequential issues for the area as a whole, we've taken the decision in consultation with stakeholders to remove the area that overlaps with the SAC. In other areas, these SACs - where they may remain - are still highlighted as an area of significant risk.

We would want developers to seriously consider and engage with statutory stakeholders regarding development in those sites, but we have afforded a different level of flexibility because of the scale of the interaction on the site as whole. We have tried to take a proportionate approach based on our engagement as to whether they are removed prior to offering the bidding area, or included for consideration but still rated as a high risk.

Q11: There was a note in the Information Memorandum that preferred bidders should be aware that new rights may be granted for linear assets, cables, pipelines, or by the Oil and Gas Authority (OGA) or the Marine Management Organisation (MMO). As this seems to be a bit of a blank cheque, and because such rights could have a significant impact on a project's layout or the viability of the project that was bid, could you please clarify the extent to which there is there room to renegotiate the project boundaries or the option fee? Is there any way to step back from the project without penalty if the impact is significant?

**Answer from The Crown Estate:** There are two different categories of offshore activity at play here. Firstly, there are some activities that we don't grant the rights for. We're not in control of the processes granting oil and gas rights, for example, which are managed by the OGA. This is not a new issue in the UK and the risks need to be managed; we wish to play our part in this and make bidders aware that these other activities are being undertaken.



There are also the rights that we do grant, but that we don't believe have the same level of impact on projects as the hard constraints; linear assets, for example. We grant permissions for cables and pipelines inside 12 miles and those tend to be ad-hoc processes rather than structured processes.

Again, we wanted to flag that these new rights may be awarded. Where we are in control of this conversation, we know about Round 4 and we will carefully consider these interactions. These conversations can take some time, and we will do what we can to keep you informed, subject to confidentiality agreements.

The other important factor is that we have chosen to have a lower minimum density at the development (i.e. Agreement for Lease) stage than the density required later at lease, specifically to allow flexibility to design the site both around other activities and around technical and environmental issues that you may encounter along the way.

Regarding the opportunity to renegotiate, the parameters for Round 4 do not provide the opportunity for renegotiation if something like this happens. We therefore encourage developers to carefully consider project locations in light of this. This all comes back to our aim to design Round 4 as a transparent and fair process.



### SESSION 4 Summary of Bidding entities, PQQ and ITT Stage One Q&A session

# Helen Elphick (Senior Development Manager), Ben Barton (Senior Commercial Manager) and Jonny Boston (Business Development Manager and Programme Manager for Round 4)

Q12: Can you reuse a site for more than one bid? For example, if your site does not win one round of the bidding cycle, but the winning bid doesn't interact with your site, can you use it again for another bid?

**Answer from The Crown Estate:** Yes, there is no limit as to how many times you can put forward the same project, subject to the other caps on the bidding area capacity and overlaps.

Q13: If a site has been allocated and then is asked to grant consent to another site which encroaches within its 7.5-kilometre buffer, does this consent have to be granted immediately or is that something that happens over time in order for the encroaching site to receive approval?

**Answer from The Crown Estate:** This question covers a couple of different concepts. The 7.5-kilometre buffer is specifically for existing projects because they don't have the flexibility to move. By existing we mean projects that already have an Agreement for Lease or Lease from The Crown Estate (including the 2017 offshore wind extensions projects). When proposing your sites, you need the consent of an existing project owner if you're going within their 7.5-kilometre buffer.

The 5-kilometre buffer is relevant to two new projects which are both proposed through Round 4 and are successful in the bidding cycles at ITT Stage 2. Both sites could be awarded their Agreement for Lease within five kilometres of each other, but the one that was awarded through the later bidding cycle will have a restriction within it, which specifies that upon stepping through to lease (once consent and a CfD have been obtained) it will either need to demonstrate consent from the other project or ensure that its lease boundary is no closer than 5 kilometres. Consent is not required prior to entering into the Agreement for Lease and can be agreed during the development process.

Q14: Regarding the financial requirements of the PQQ, there was mention that a parent company could meet the financial requirements, but this being the case, then the parent company needs to meet all the requirements. In the case of a consortium, does a parent company meet the requirements for an individual member rather than for the whole consortium?

**Answer from The Crown Estate:** Each consortium member may have its own guarantor if so required. The guarantor would use its financial metrics to support the bid just for that consortium member, not the whole consortium.



## Q15: Does a parent company have to provide a guarantee to meet the PQQ financial requirements, or is a different kind of documentation required?

**Answer from The Crown Estate:** The full information is available in the PQQ documentation, but it will essentially be a letter of support from the guarantor. The terms will be made clear in the PQQ documentation. We don't expect a formal guarantee, just a letter of support.

# Q16: At the moment, you can register interest as an individual company but not as a Joint Venture. Do individual companies have to register and then make it clear they are part of a Joint Venture?

**Answer from The Crown Estate:** For a Joint Venture, we require the lead member to register and complete the PQQ on behalf of the whole Joint Venture. We won't prevent individual members from also registering if they want to access the questions, for example, but only one submission can be made for the Joint Venture as a whole and it has to be made by the lead member nominated as per the PQQ requirements.

## Q17: Can the other Joint Venture members present their experiences, for example, in project management?

**Answer from The Crown Estate:** The technical criteria questions are worded so that they need to be populated by the bidder, or on behalf of the bidder. In the case of a consortium, the lead member must coordinate answering of the questions, but their responses can have come from other members of the consortium. In most cases, including the case of project management, we are looking for evidence to come from one organisation. This is not necessarily the lead bidder, as it can be any member of the consortium with the required experience.

## Q18: Can you explain why environmental services can be provided by a third-party developer services provider, but project management experience has to be within the consortium?

**Answer from The Crown Estate:** We want competent organisations to come through and participate in Round 4. However, as we have discussed before, you don't need to have past offshore wind experience in the UK. We have deliberately set the criteria in a flexible way and at a level where organisations who may have participated in offshore development and wind development activities elsewhere in the world are able to participate.

Even so, we recognise that both wind EIA and offshore EIA are quite specialist and there may be organisations who are otherwise competent but do need to rely on a third party for this aspect. It is owing to the size of that segment of the market, and the importance of understanding offshore EIA and wind EIA to successful site selection, that we brought in the exception to the usual framework for the EIA question.



Regarding project management experience, the threshold is £25million and we are looking for organisations that have been the primary shareholder of that project. They may have had third-party project management support but were the ultimate shareholder, meaning they would have had oversight.

We expect successful bidders may bring in external specialist support wherever they need it across all the PQQ criteria, but this is not something we are assessing through the tender process.

Q19: Can you please clarify how The Crown Estate will look at experience from other countries in terms of fulfilling the technical requirements. For example, the grid connection construction agreement which is used in Great Britain does not necessarily exist in other countries. Equally, the structure of the agency documents and the environmental statement will be different as terms are differently defined. Any documents on possible regulatory action will be in another language.

**Answer from The Crown Estate:** Throughout the PQQ, you will see phrases such as 'or equivalent to'. We've used the UK terms in the presentations today as it is a summary, but we have designed the PQQ to be accessible to those with experience elsewhere in the world. In some cases, we will need developers to demonstrate how their experience or document is equivalent.

With regards to translation, the enforcement action will not request copies of all the detailed notices. Rather, we will require a translated register of these notices. In some cases where the evidence is in a different language, we will need a translation of the key pages but not the entire document.

Q20: The worked example of how the capacities add up in the different bidding areas, specifically the capacity of the two areas, added up very nicely to 7GW. What happens if it doesn't add up quite so nicely, does the 7GW impose a limit on the bidders? So, if we are in a situation where, the two areas add up to 6.7GW and the minimum size is 400MW, are we then in fact to allowed to bid into one of those areas or are those two areas then essentially closed?

**Answer from The Crown Estate:** There are two different things going on here. Firstly, the total capacity level of 7GW is a minimum. We would run bidding cycles until we get to 7GW or above 7GW. We stop the bidding rounds following the last project which takes us to, or above, 7GW (and provided that we have awarded capacity in at least 3 Bidding Areas).

At an individual Bidding Area level, the 3.5GW is a cap, so we will not go above 3.5GW in a single area. If we already have a capacity of 3.3GW in one Bidding Area and the next project in that Bidding Area is 600MW, it cannot be awarded.



## Q21: How does the 50 per cent discount for innovation technology relate to meeting the PQQ/ITT criteria?

**Answer from The Crown Estate:** Innovation isn't assessed at the PQQ or ITT stage. We've designed the innovation discount to be an opportunity open to everybody so that when you receive the Agreement for Lease, it will include the option to include innovation technology at a later point. It is not mandated and there is no need to do anything through the ITT process.

The only exception is if you already know you want to do something that significantly modifies your design envelope because this is relevant to the plan-level HRA. In that case you should mention this on the project design information form that's submitted at ITT Stage One, particularly if it is a major innovation like including floating foundations.

### Q22: Are all primary and variant projects treated the same at ITT Stage Two?

**Answer from The Crown Estate:** Once projects have passed ITT Stage One, it doesn't matter whether it is a primary project or a variant project as they are all treated completely equally at ITT Stage Two. Whichever of the 25 potential options which have passed ITT Stage One are available to the developer once you get to ITT Stage Two, and at that point they are treated equally.

## Q23: In the PQQ, there is a need to declare your consortium members. What changes are allowed within that consortium before ITT Stage Two?

Answer from The Crown Estate: The intention is that there will be no changes, either between relative percentages held by consortium members or by a consortium member exiting. The reason we require consortium to remain consistent after PQQ submission is to avoid having to reassess the new consortium against the PQQ criteria.

However, in exceptional circumstances, we would consider a change to a consortium. This does not mean there is an option for consortia to change. This is only if something happens which is beyond your control and then we will consider allowing an adjustment at our discretion.

Q24: Could you please provide more details about the cash requirement? My recollection from your previous July event was that you had to meet a cash criteria for PQQ by showing annual accounts, and showing cash or cash equivalent, and you also had to indicate the cash you were committing overall to the full Round 4. If you won one bid, you would then be assessed against the second cash figure to check if you still have available funds. Is that still the case?

**Answer from The Crown Estate:** We are not asking for specific commitment to Round 4, we are looking at the total available cash which is assessed at ITT Stage One. Essentially, you tell us what that is, and we check it.



If your audited accounts are out of date by more than 18 months, then you can also provide a more recent figure. This latter figure would be the one we use going forward for the bidding cycles. However, we are only looking to assess this at ITT Stage One. So if, for example, you have just sold a project before ITT Stage Two, we would not be looking to reassess the cash figure and so would not take this into account. This is consistent with the ITT criteria we put forward in July.

Q25: You have previously stated that if the project does not pass the Plan-Level HRA, the deposit is not refundable. Is this still the case, should the Crown Estate as competent authority decide not to go down the full derogation route? For example, does this still stand if you stop at Stage Two of the Plan-Level HRA and don't proceed to Stages Three and Four?

**Answer from The Crown Estate:** The simple answer is yes, there has been no change in the position we set out in July in terms of refunds. The reasons remain those we articulated at the time. and in light of the risks owing to the importance of site selection, this is our position. This would not change regardless of whether or not we go down the derogations route.



### SESSION 5 ITT Stage Two and Round 4 HRA process Q&A session

### Jonny Boston (Business Development Manager and Programme Manager for Round 4), Ben Barton (Senior Commercial Manager) and Greg Tomlinson (Senior Marine Planning & Consents Manager)

Q26: It sounds like the HRA documents will be published soon, and there is a concern that they will only be available to certain bidders who are part of the steering groups or able to sit on Renewable UK's Consent and Licensing Group. This creates an imbalance in the process. Will you commit to publishing drafts of these documents to prequalified bidders as early as possible?

Answer from The Crown Estate: To clarify, the steering groups who would receive these documents are entirely made up of stakeholders. However, we do recognise the concern around imbalance between developers and will publish the final HRA front loading reports on the Marine Data Exchange. We encourage anyone who wants further information to email us at round4@thecrownestate.co.uk.

We will also consider how we communicate progress on those projects generally, and particularly with reference to the importance of HRA.

# Q27: Can you clarify the fee to be paid during operation? It was to be the greatest of three different quantities, one of which wasn't specified, it was simply called a fee. What is this fee? When will it be decided how big this fee is?

**Answer from The Crown Estate:** We appreciate the three fees are a little complex. As discussed, at the highest level we are expecting the rent to be two per cent of the project's gross turnover. The bottom level is the minimum rent, which we also described. The middle level fee is calculated by looking at the project's performance over the previous two years, finding the average and then applying that on a per megawatt basis. This calculation aims to give a proxy of how the project has performed over previous years (in terms of income per megawatt hour) and to establish a fee based on this average performance.

In summary, the rental will be the greater of two per cent of gross turnover, the fee based on the prior years' average income multiplied by the minimum project output, or the minimum rent. Further details are included in the Key Terms for the Lease which is provided with the PQQ.

## Q28: Can the PQQ criteria be used as a framework to work out whether The Crown Estate will grant consent to changes to a consortium [under the agreement for lease]?

**Answer from The Crown Estate:** The reason for restricting changes to consortia is to keep the expertise and the financial backing in the projects which we accepted through the procurement process. As we have mentioned, under the AfL if you want to make a change to consortium



membership or ownership above the threshold for which you need our consent, we will be assessing the change against the PPQ criteria (including legal, financial and technical sections) and the ITT financial criteria. This is to make sure that a consortium still meets the same threshold requirements as those assessed for bidders during the process. The assumption should be if that if you pass those tests, and subject to our consent, we would expect to grant approval.

## Q29: Until now, there has been the system that the OFTO is sold or transferred at decommissioning. Is this still the case?

**Answer from The Crown Estate:** In current cases in the UK, the windfarm owner has built the transmission infrastructure and then, at the point of the project becoming operational, the transmission infrastructure has been sold to the OFTO. At the same point in time, the lease that we provide is transferred to the OFTO. We expect the same to happen going forward.



### **SESSION 6**

Key aspects of Agreement for Lease and Leases, PQQ and ITT assessment process, bidder registration and next steps and timetable Q&A session

Jonny Boston (Business Development Manager and Programme Manager for Round 4), Helen Elphick (Senior Development Manager), Ben Barton (Senior Commercial Manager) and Greg Tomlinson (Senior Marine Planning & Consents Manager)

Q30: When you register on the e-portal, you have to put up your company name. Are you expecting us to have the same company through from registration to prequalifying, or can it be changed as we understand more what the prequalification questions actually are?

**Answer from The Crown Estate:** It is possible to register multiple times, and as long as each company that you register is a valid company that would be eligible to take part, that is acceptable. Following multiple registrations, you can then decide which of the registered companies will be the one named on the bid.

We have tried to make this flexible, and so we will allow registrants to express interest until just before the submission deadline. We suggest that you register with who you think you will submit, but if that needs to change you can re-register nearer the time. We would just suggest that you don't leave it too close to the submission deadline.

Q31: If applying as a consortium, do the terms of this consortium need to be agreed prior to pre-qualification, or is there flexibility to change later, at the ITT stage for example?

**Answer from The Crown Estate:** The set-up of the consortium would need to be known at the PQQ submission point, and this would remain the same until the signing of the preferred bidder letter, if you are successful. We are not expecting to see a signed shareholders agreement, but we would need to see a draft agreement or Heads of Terms.

Q32: If projects overlap, is there a pass/fail filter at ITT Stage Two or is it a question of percentage overlap?

**Answer from The Crown Estate:** Any project bid that physically overlaps a project that has been successfully awarded in previous bidding rounds would not be awarded. The buffers can overlap, and this is where second project would have to gain the consent of the first in order to proceed.

We will be releasing a GIS User Guide alongside the PQQ, and this will help developers understand the GIS settings we will be using and which we will require bidders to use.