

SSE Renewables Principles For Co-Existence With Commercial Fisheries



ABOUT SSE RENEWABLES

SSE Renewables (SSER) is a leading developer and operator of renewable energy, with an operational portfolio of around 4GW of onshore wind, offshore wind and hydro. Our strategy is to drive the transition to a net zero future through the world class development, construction and operation of renewable energy assets.

We are currently building more offshore wind than any other company in the world. SSER has set a goal to double our current renewable generation capacity by 2026 and more than triple it by 2031.

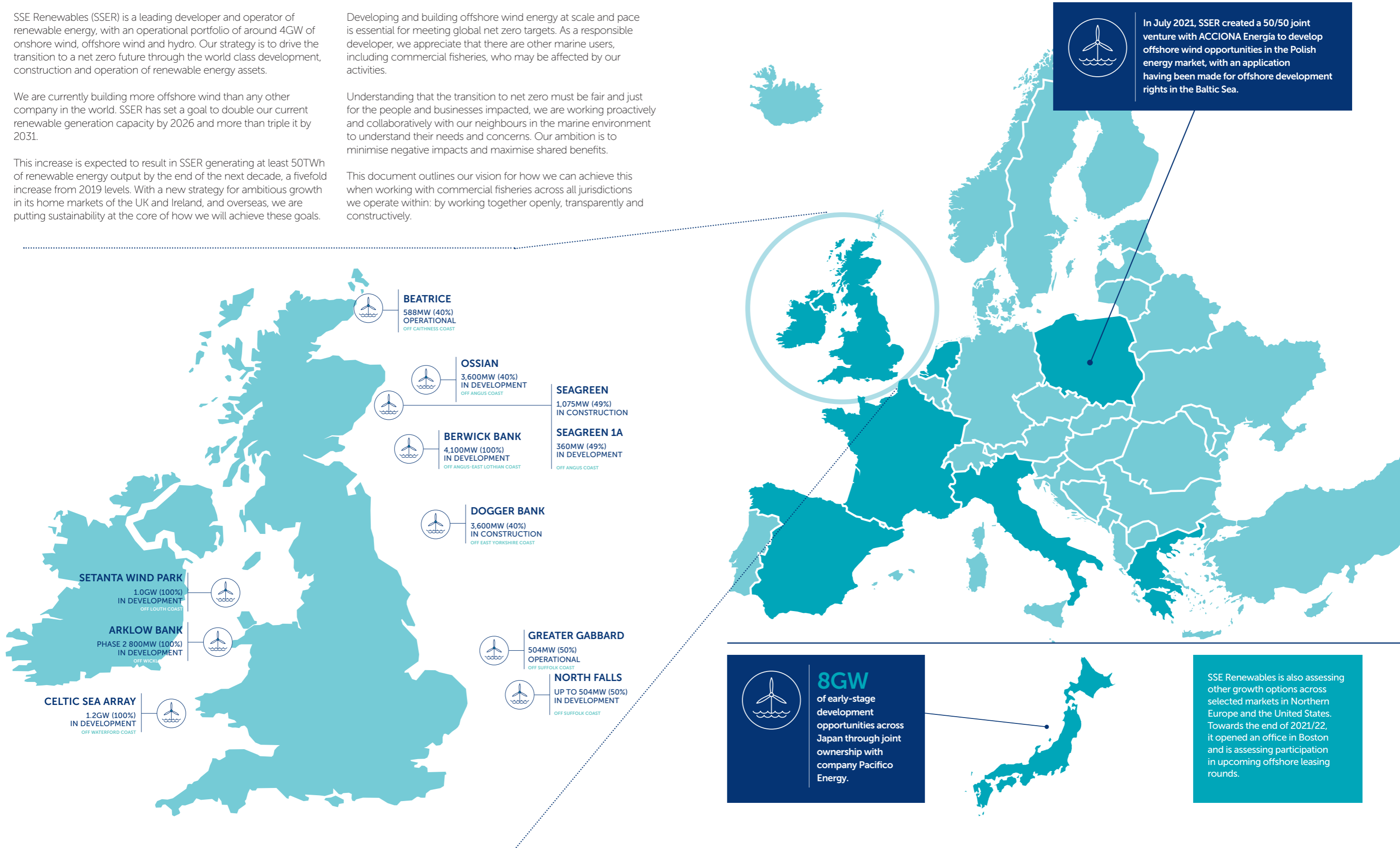
This increase is expected to result in SSER generating at least 50TWh of renewable energy output by the end of the next decade, a fivefold increase from 2019 levels. With a new strategy for ambitious growth in its home markets of the UK and Ireland, and overseas, we are putting sustainability at the core of how we will achieve these goals.

ABOUT THIS DOCUMENT

Developing and building offshore wind energy at scale and pace is essential for meeting global net zero targets. As a responsible developer, we appreciate that there are other marine users, including commercial fisheries, who may be affected by our activities.

Understanding that the transition to net zero must be fair and just for the people and businesses impacted, we are working proactively and collaboratively with our neighbours in the marine environment to understand their needs and concerns. Our ambition is to minimise negative impacts and maximise shared benefits.

This document outlines our vision for how we can achieve this when working with commercial fisheries across all jurisdictions we operate within: by working together openly, transparently and constructively.



OUR PRINCIPLES OF CO-EXISTENCE

Our ambition is to work collaboratively with the fishing industry on the development of our assets so both our sectors can positively co-exist in a busy marine environment.



OUR PRINCIPLES – THE THREE C’S

- 1. Communication** – Ensure we are transparent and deliver effective and timely communication of our activities.
- 2. Collaboration** – Our mitigation, interaction and operating strategies are developed in agreement, and with input from the fisheries sector.
- 3. Co-existence** – We work together to understand each other’s viewpoints and achieve a synergetic approach to co-existence.

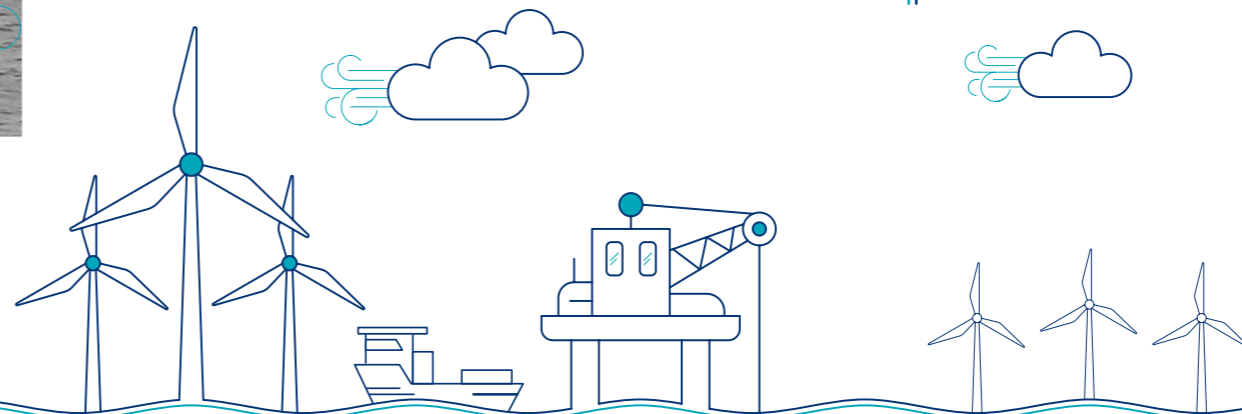
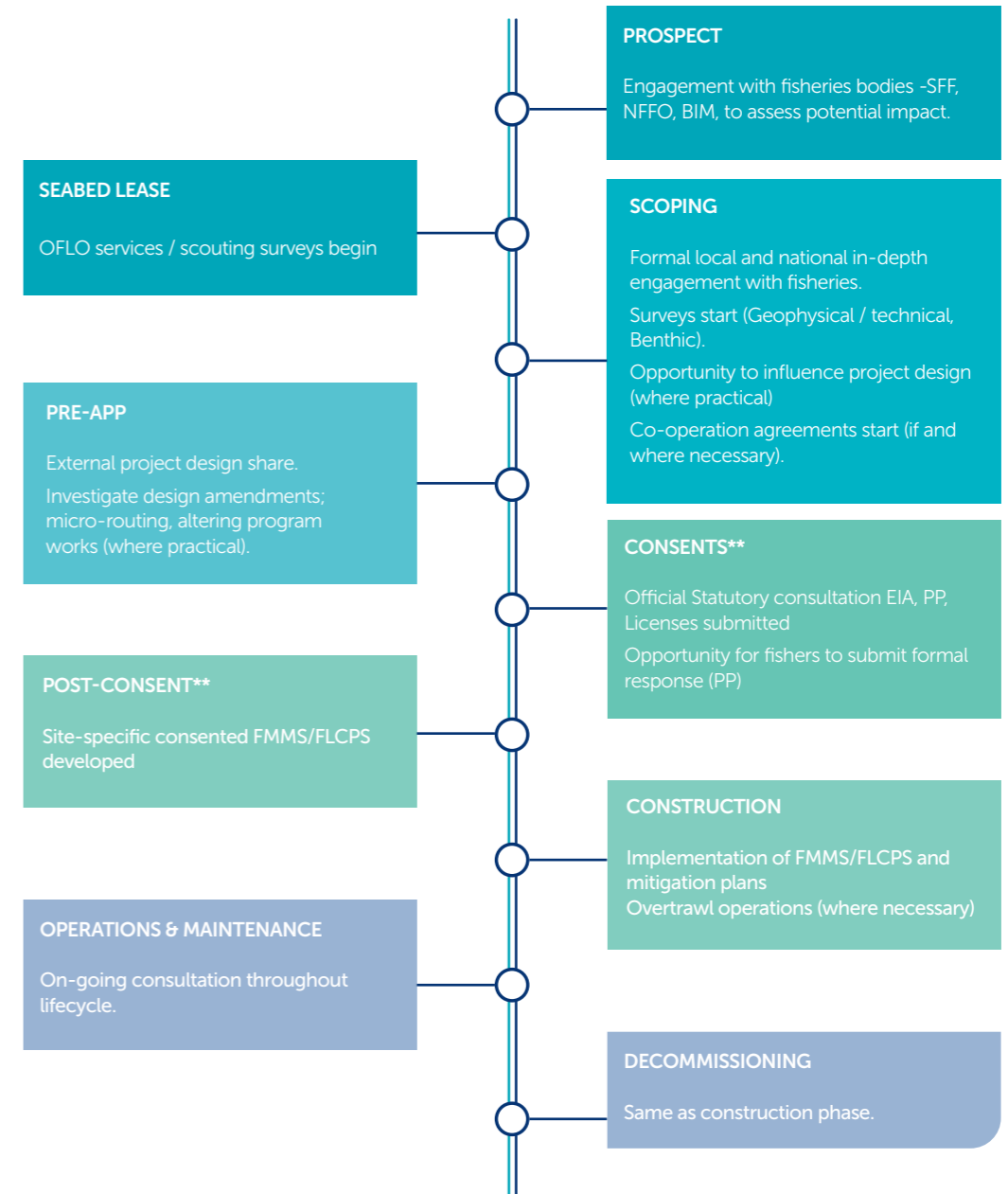
Our approach to co-existence with commercial fisheries activities

SSER is committed to ensuring our operations are built on a framework that understands, addresses and acknowledges the fisheries sectors concerns and viewpoints. Our approach is to give fishers a voice in our activities, as well as providing employment opportunities (e.g., Offshore Fisheries Liaison Officer (OFLO), survey works, guard vessels). This approach starts long before we begin site works and continues through all phases of our projects.

As a minimum, all our operations are conducted in line with national fishing best practice guidelines for renewables developments e.g. FLOWW (UK).* Project plans and agreements are captured under consented, site-specific, dedicated Fisheries Management Strategies; developed with input from the fisheries sector and national fisheries bodies (e.g. Fisheries Management and Mitigation Strategies (FMMS); (Scotland & Ireland); Fisheries Liaison and Co-existence Plans (FLCPS) (England & Wales).



FISHERIES DEVELOPMENT PROCESS



CONTRACTORS WORKING ON BEHALF OF SSER

Our contracted partners represent SSER and that's why we also expect them to adhere to our co-existence commitments and principles. We engage with our contractors through formal briefings, contractual terms and conditions, as well as regular audits.

Our contractors are obligated to operate in a way that minimises their impact on fishing activity by:

- Adhering to consented FMMS/FLCPS and Standard Operating Procedures for fisheries interaction.
- Adhering to appropriate COLREG's and SOLAS requirements.
- Maintaining good communications through the Company Fishing Liaison Officer (CFLO) and Fishing Industry Representative (FIR).
- Organising their works to reduce the potential combined loss of fishing area, and impact on vessels and equipment (as far as practically possible).
- Following procedures in relation to gear fastening or loss.

If it is observed that contractors are falling short of these commitments, we need to know about it. This can be done via our CFLO's and FIR's.

COMMUNICATION PROCEDURES

When we know, fishers will know

We always aim to work around fishing operations and strive to give as much notice as possible of our activities to minimise any potential disruption, as well as providing timely updates when things change. As soon as we have confirmation of our operations, we will notify our CFLO's, FIR's and national fisheries bodies, as well as providing Kingfisher and KIS-ORCA bulletins and issuing Notice to Mariners with a minimum of 14 days' notice (where possible).

The marine space is a highly dynamic environment, and whilst we always strive to work to best endeavours, we accept that not everything always goes to plan. We are committed to being open and transparent when this happens and will meet affected stakeholders face-to-face dockside to address concerns raised.

CO-OPERATION AGREEMENTS

We strive to be open, honest and fair in our approach towards co-operation agreements.

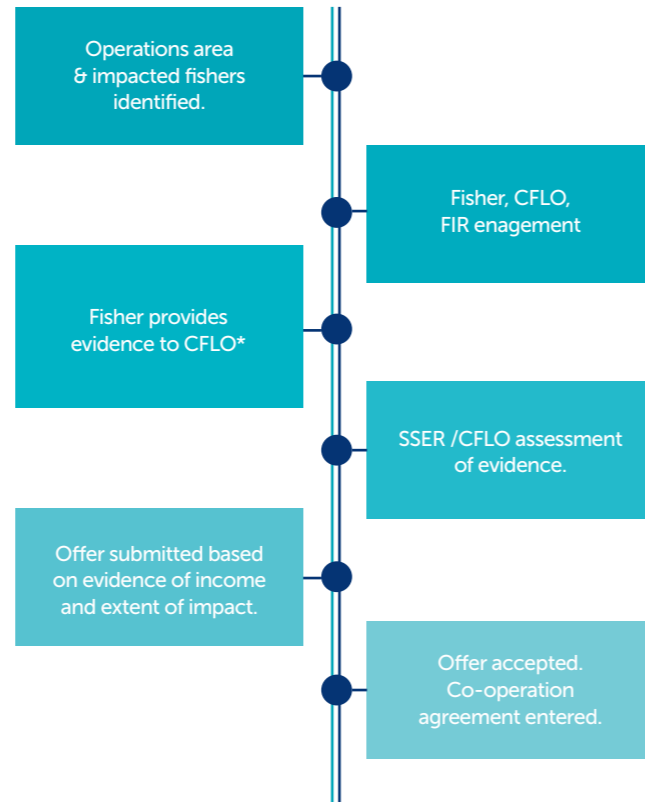
Whilst we will always work to minimise our impact on the fishing industry, we recognise that there are situations when our operations will have a disruptive effect. Our pre-construction and construction works can sometimes result in fishers temporarily not having access to their regular grounds, and as a result they may have to relocate their static gear operations or fish elsewhere. We understand that gear may also be lost or damaged. We aim to be fair in these situations and will consider co-operation agreements with affected parties.

SSER's co-operation agreements operate under an evidence-based* approach in line with agreed national best practice guidelines, such as FLOWW** best practice principles to: *"achieve a position whereby fishing interests are neither advantaged nor disadvantaged"*. Attributable and valid claims will be assessed on a case-by-case basis.

Co-operation agreements are restricted to UK and Ireland registered vessels who can demonstrate regular operations within our area of activities only.

We will offer support and guidance to all claimants throughout the process where necessary and will do everything we can to reach a fair agreement, should this not be possible, the claim may be referred to an independent arbiter.

CO-OPERATION AGREEMENT PROCESS



*Details of evidence required can be found in the claims process section on page 9 of this document.

**FLOWW (2014) guidance.

CABLES

Our cables are vital in supplying electricity to homes and businesses across the UK and Ireland. Any potential damage could cause major and prolonged disruption, and we must ensure that this doesn't happen. Equally, we recognise that they may pose a risk to the fishing industry due to snagging or gear damage. SSER's number one priority is safety, and we take the fishing sectors concerns regarding our cables very seriously.

To minimise the risk to fishers we are committed to:



Ensuring all our cables are appropriately marked on admirability charts.



Delivering overtrawl survey methodologies in partnership with local and national fishing representatives, as soon as practically possible after installation.



Undertaking advanced geophysical surveys of all cable infrastructure following installation to generate accurate digital terrain maps of the seabed.



Performing regular surveys through operational monitoring programs.



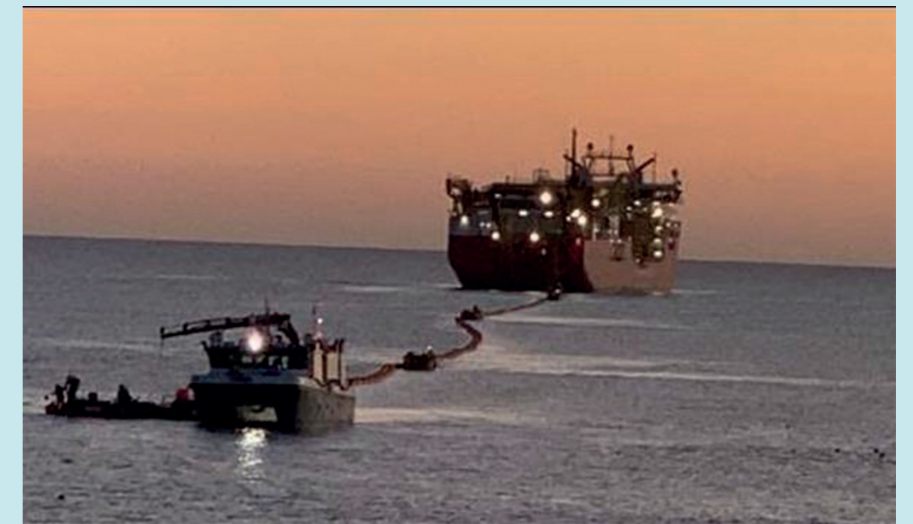
Timely sharing of all survey and over trawl data with national regulatory bodies.

THE LAW AND SUBMARINE CABLES

The United Nations Convention on the Law of the Sea Article 113, 1982 (UNCLOS), The Continental Shelf Act 1964 (UK) and The Continental Shelf Act 1968 (Ireland) (the latter two both contained under the Submarine Telegraph Act 1885) sets out that it is an offence to wilfully damage submarine cables.

The legal implication of damaging a submarine cable is summarised in the International Cable Protection Committee (IPCC) booklet "Fishing and submarine cables" (2009):

"Under UNCLOS and the earlier 1884 International Convention for the Protection of Submarine Cables, if a mariner damages a cable and the damage could be avoided by taking reasonable care as a prudent seaman, then the person causing the damage is liable. If a mariner damages a cable with fishing gear or an anchor, when he could have seen that cable on a chart and avoided it, he may be liable for the damage. In addition to civil liability for damages, the mariner may face criminal sanctions for culpable



negligence or wilful injury to a cable."

However, international law recognises an exception. If the mariner's damage to the cable is caused by taking necessary actions to save the vessel or crew, there is no liability. An example would be a ship without power being set upon a shoal that is saved by anchoring and in the process a cable is damaged.

International law also requires that a vessel that has gear or an anchor caught on a cable is required to sacrifice the gear or anchor to avoid damage to the cable. Provided the mariner was not negligent in contacting the cable in the first place, the mariner is entitled to indemnity for the cost of the sacrificed gear or anchor by the owners of the cable".

IN THE UNLIKELY EVENT OF SNAGGING

If mobile gear strikes or becomes fastened to a cable, the following approach is recommended, based on Seafish and KISORCA guidance**.

- If the fastened gear is not easily retrieved, fishers should not apply excessive winch, line or net hauler loads; or engine powers in attempts to retrieve fastened gear
- Fishers should advise the coastguard and CFLO immediately, giving an accurate position of the vessel and/or lost gear
- If the coastguard confirms that the vessel is in the immediate vicinity of a cable, serious consideration will be given to the slipping of the gear and buoys and recording of its position
- If the gear is slipped, after buoys off the gear, the position should be confirmed with the coastguard and CFLO.
- The skipper should contact the local Fishery Office and register the incident in the normal manner
- On no account should skippers grapple in an attempt to recover fishing gear lost or cut away in the vicinity of offshore cables.



If, through no fault of their own, a fisher snags or damages gear in the vicinity of one of our cables and the gear has been sacrificed for safety reasons or to avoid damage to the cable, a claim for reimbursement for the gear can be submitted. Such claims should be submitted using the Gear Loss Claim Form.



**<http://www.kis-orca.eu/safety/emergency-procedures>.

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CLAIMS PROCESS

CO-OPERATION AGREEMENT CLAIMS SUPPORTING EVIDENCE

The CFLO will provide a Fishing Claim Form which should be completed and returned within 30 days of receipt including the following supportive information:

- Three years of fishing accounts as submitted for tax purposes (excluding 2020 due to the impact of COVID and Brexit).
- Total sales notes provided to support three years of annual accounts.
- Copies of both the Vessel and Fishing Licence, and where appropriate, Shellfish Entitlements.
- Completed Marine Management Organisation Subject Access Form.
- Copy of Certificate of British or Irish Registry for each vessel for which a claim is being made.
- Copy of valid Maritime and Coast Guard Agency Certification.
- Plotter shots providing historic use of the area (minimum of 3 years).
- Permission for the CFLO to view vessels GPS plotters to verify fishing in the area.
- Permission for CFLO to access a vessels AIS/VMS data from national regulators e.g., MMO/MS (where necessary).

The CFLO assessment process includes reviewing the evidence and considering historical fishing activity within the local area. Successful claims will be processed within 30 working days of approval of application (where practical).

MAKING A CLAIM FOR LOST OR DAMAGED GEAR

1. All details of the incident should be recorded in the vessels' logbook as soon as the situation is made safe. Date, time and location of the occurrence and description of the gear lost, or the damage sustained.
2. A record of the vessel position/course for 12 hours before and 12 hours after working the damaged or lost gear.
3. Provide time stamped photographs of damaged gear if possible.
4. Upon return to port the skipper should report the incident to a local Fishery Officer.
5. The Company Fishing Liaison Officer should be notified of any claim relating to the incident as soon as possible but within 5 days at the latest.

Verified claims will be compensated for actual loss.



GLOSSARY

OFLO	Offshore Fisheries Liaison Officer
FLOWW	Fishing Liaison with Offshore Wind and Wet Renewables Group
FMMS	Fisheries Management and Mitigation Strategy
FLCPS	Fisheries Liaison and Co-existence Plans
SFF	Scottish Fishermen’s Federation
NFFO	National Federation of Fisherman’s Organisation
BIM	Bord Iascaigh Mhara
EIA	Environmental Impact Assessment
PP	Planning Permission
COLREG’s	International Regulations for Preventing Collisions at Sea 1972
SOLAS	International Convention for the Safety of Life at Sea
CFLO	Company Fisheries Liaison Officer
FIR	Fishing Industry Representative
MMO	Marine Management Organisation
MS	Marine Scotland
VMS	Vessel Monitoring System
AIS	Automatic Identification System

SSE’s business strategy is aligned to four United Nations Sustainable Development Goals (SDGs) which are highly material to its business. It also contributes to a further three SDGs. For more information, see www.sse.com/sustainability.

Highly material	 Climate action	Material	 Responsible consumption and production
	 Affordable and clean energy		 Life below water
	 Industry, innovation, and infrastructure		 Life on land
	 Decent work and economic growth		



FISHING GEAR CLAIM FORM

In line with best practice, we request that claims are submitted within 30 days of the occurrence.

Details of Vessel and Claimant

Name, letters, type, length and description of vessel	
Home port	
Fishing Association (if applicable)	
Name of owner/skipper (required)	
Address	
Telephone	
Email	
VAT registration number	

Details of Claim Lost or Damaged Gear

Date and time of incident	
Location of incident (If possible, please provide chart/image.)	Latitude: Longitude:
Water Depth	
Conditions	Weather: Sea: Visibility:
Description of incident and supporting evidence (Incidents will be investigated on a case by case basis. Claims will be considered only where evidence to support consultation of Cable Awareness Charts on board the vessel concerned, together with evidence that the vessel complied with recommended procedures during the incident. Vessel position data e.g. plotter and AIS should be supplied (where available) with the claim, demonstrating vessel position/ track 12 hours prior to and 12 hours after the incident.)	
Has fishing gear been damaged or lost? (Any claims for loss of earnings while waiting for replacement gear will need to be supported.)	
What attempts were made to recover gear?	

Particulars of Claim

a) Fishing gear description

Item	Type	Manufacturer	Age of Gear	Quantity	Cost

b) Other costs relating to the claim

Estimated loss of fishing time	
Estimated catch loss	
Evidence of loss will be required to be produced (e.g. past catches, regular tows etc.)	
Estimated savings during loss of fishing time (e.g. fuel, landing fees)	
Any other losses incurred (please specify)	
Total value of claim A + B (£)	

Declaration

I DECLARE THAT THE ABOVE STATEMENT AND FACTS SUPPLIED ARE TRUE.

Signature of Claimant	
Date of Claim	

This completed form should be passed to the Company Fishing Liaison Officer for validation. Information provided in this form is used purely for the purposes of processing this claim.

For information on how we collect and process your data, please see our privacy notice and renewables policy at www.sserenewables.com.



For a better world of energy

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Registered in Scotland No. SC435847

Published November 2022