

Our Ref: HGS/ES/ESTMAN/CLS/NOBLEP

Your Ref:

Date: 21st February 2023



Secretary of State for Business,
Energy and Industrial Strategy

Sent via email c/o John McKenna
Email: johnmckenna@beis.gov.uk

Dear Secretary of State for Business, Energy and Industrial Strategy,

**NOBLES PROMOTIONS LTD OF EXMORE SUITE, THE COURTYARD, FRONT STREET, LANGLEY PARK, DURHAM, DH7 9XE
NATIONAL GRID ELECTRICITY TRANSMISSION PLC (SCOTLAND TO ENGLAND GREENLINK 1)
COMPULSORY PURCHASE ORDER 2023**

Further to the letter received from Elliot Chandler of National Grid on the 24th of January 2023, I am responding as authorised Agent on behalf of My Clients, Nobles Promotions Ltd. I would like to take the opportunity to put forward My Client's position on the way that this scheme has been handled to date by National Grid and their Representatives (NGET) and have the following comments to the covering letter, Compulsory Purchase Order (the Order) and general conduct.

A. Overview

My Client occupies the land referred to in the Order as Plots 01-04 to 01-10, known on the ground as the Car Boot and Triangle fields as part of an agreement between My Client and the Landowners. The interest My Client has in this area has been ongoing for over 30 years and a strong relationship has been formed with the Landowners. The Car Boot operation is the largest of its kind in the North of England and has taken significant work and effort to build it to this point.

My Client has received sparse contact from NGET in relation to the SEGL1 scheme, the substance of which I have provided in point **B Correspondence** below. The lack of engagement by NGET is disappointing as a 3rd party with an interest such as My Client's is of significant importance to the scheme giving its standing in the local area and the benefits to the local community.

This letter will attempt to address the key points of My Client's objections to the scheme as it stands.

My Client's business has been built up for over 30 years and they have a long existing relationship with the Landowner.

Should the scheme go ahead over the proposed route it will go through the heart of the Car Boot's selling field causing significant disturbance to My Client's business. Likewise, if the Car Boot site is required to be moved or stopped trading for a period of time this would have a significant impact on My Client's overarching business of which the Seaham Car Boot constitutes approximately 50% of the total business.

A break in trading would be catastrophic and would then require significant investment from My Client for advertising to reinvigorate the operation and attract traders back to the site. As well as the Car Boot sellers and purchasers, a number of local businesses and permanent traders rely heavily on the Saturday and Sunday trading days and will be adversely affected by this scheme including caterers, fruit and vegetable traders, butchers, green grocers and all other apparatus that is required to run a site like My Clients including port-a-loos and other welfare infrastructure. That does not include other local indirect beneficiary businesses who are able to take advantage of the thousands of members of the public that the Car Boot operation attracts.

B. Correspondence

Having spoken to the Landowners and other parties effected by the SEGL1 scheme My Client understands it has been going on for some time. I have identified below the limited correspondence received by My Client from NGET to date:

- i. 02.12.2022 – Letter from Orla Fegan (National Grid) re confirmation of interest.
- ii. 05.12.2022 – Letter from Derek Tyson (DT) of Bell Ingram re heads of terms incentive payment.
- iii. 13.01.2023 – Letter from DT re impending CPO Procedure of Seagull 1.
- iv. 24.01.2023 – Letter from Elliot Chandler (National Grid) re service of CPO.

At the time of writing this letter, I am not aware of any other attempts to contact My Client by any other means for example, email or telephone. I am sure you would agree that an interested third party as My Client, to only have received this limited and sparse correspondence over a life of the scheme, ongoing since 2021 is disappointing and shows a lack of respect to My Client and the poor way NGET are handling the Scheme.

My Client confirms there has been no attempt to negotiate by NGET and they have yet to meet with an NGET representative some 18-months into the scheme.

In that time, NGET have accessed and caused significant disturbance to My Clients business with no engagement in relation to compensation and discussion about the intrusive surveys

that have been ongoing over the land that My Client occupies.

This has led to several significant frustrations for My Client, I have identified an example below for your reference.

- i. NGET negotiated with the Landowner to access the Car Boot field to undertake various surveys including one in April 2021. There was no attempt to engage by NGET with My Client and all negotiations and agreement was with the Landowner. Access was agreed for 2 days in an effort to complete the job causing minimal disturbance to the running of My Clients business the following Saturday and Sunday. However, My Client was distraught to find on Saturday morning, the NGET contractors had flooded the site rendering it unpassable for the days Car Boot sale meaning a huge loss.

The works continued for a further two weeks which added led to a significant loss to My Clients business. My Client to date has not received any correspondence in relation to compensation for this loss suffered and we are nearly 24-months on from the access.

C. Covering Letter dated 24th January 2023

- i. The letter sets out a summary of the enclosed documentation and National Grid Electricity Transmissions (NGET) position in relation to the scheme and in the second paragraph states “whist a great deal of progress has been made in agreeing terms for private treaty agreements” this comment is misleading and false as of the 18 Land Owners that have been approached by NGET to acquire rights for the cable route across their land, **NONE** have agreed and completed the HoTs document that NGET have provided according to the Statement of Reasons (SoR) dated the 12th January 2023 and identified in point 6.8.
- ii. How NGET can claim to have made a “great deal of progress” when no one has agreed to their terms is beyond me, especially given the basic fact that correspondence has not even been sent to the correct place, meaning significant delay that has added pressure on the backdrop of tight deadlines or worse, correspondence not even getting through. It also reinforces our view that NGET’s conduct to date is deliberate in order to take advantage of Landowners and force terms of the Order upon the Landowners for their own benefit and to the detriment of the Landowners and other interested 3rd Parties.

D. Statement of Reasons

The following section will address the various points raised and comments made in the Statement of Reasons dated 12th January 2023 and provided to My Clients on the 24th January 2023. For continuity I will raise each point as it comes in the document.

- i. Point 2.2 states the order is “made pursuant to section 10 and schedule 3 of the 1989

Act". As part of this legislation, it identified in section 10 that the acquiring authority needs to comply with sections 11 & 12 and as part of section 11.4 (A) it states that the notices needs to be addressed to the persons occupying or having an interest in the land at the time of writing this letter, no notices have been erected on or adjacent to the land I occupy.

- ii. 3.7 comments on a wide range of surveys and assessment. My Clients have cooperated with and allowed NGET and their contractors to undertake said works, generally at short notice and have been subjected to severe amount of disturbance and loss, especially in relation to the existing Car Boot operation which have not been compensated and have caused a significant amount of stress and disturbance to My Clients.
- iii. 3.11 suggests that the Landfall will form a Temporary Compound area but it is not defined or included in the "Temporary Compound and Converter Station Compound" section 9.15 - 9.17.

It is clear that the Landfall falls under the category of a Temporary Compound and should be at the very least identified, included and form part of the Temporary Compounds with all the rights, associated provisions and remuneration that comes with it. I also suspect from previous experience that the Landfall Temporary Compound will in fact be used as a compound site for the entirety of the scheme on the East side of the railway line, which will be protracted and more beyond the interpretation of the definition as "temporary". This will benefit the scheme hugely to be able to store machinery and materials for the works all at the detriment of My Client's Business as it will be in the main area of the Car Boot operation.

For NGET not to have identified or raised this with the affected Landowners, raises obvious suspicions and concerns and leads to a breakdown in trust of NGET as they appear to be trying to force matters on My Clients without their knowledge let alone via "voluntary" agreement that NGET say they have and want to gain.

iv. **6 Engagement of Affected Parties**

6.17 states NGET "will continue to negotiate actively" I struggle to see where there has been active negotiation to date. To continually fail to send correspondence to the correct place, failure to respond to correspondence and to ignore the negotiation points is completely unprofessional and not in anyone's best interest especially not the taxpayers financing this costly CPO process that has been initiated. A significant shift of NGET's attitude is required for them to be able to live up to the claims made in this SoR.

v. **7 Assessing Alternative Ways of Realising the Primary Objective**

My Clients are acutely aware and in support of the electricity network's infrastructure needing to improve to meet the increased in demand the country faces with the move to renewable streams of generation.

Point 7.3 identifies the requirements for NGET to "maintain an efficient, coordinated and economical..." system. Specifically relating to My Clients land, had NGET had listened to the early warnings of the presence of the largest Car Boot Sale in the North of England on both the Car Boot field and overflow parking on the Triangle field, they would have surely sought to, initiate a site meeting during a sale day to see and understand the enterprise and then negotiate with My Clients to adjust the route to have an efficient, coordinated and economic scheme. The presence of the Car Boot enterprise has been continually disregarded and ignored.

- vi. 7.4 also talks about cultural heritage, the Car Boot sale, in its current form has been at Seaham Hall Farm for nearly 20 years and has evolved significantly over that time, now an integral part of the community for Seaham, County Durham and the North of England. It brings thousands of visitors to the area every week of the season and is a source of great income for the town. Having been a part of the English Culture since the 70s I would suggest there are very few things that could be classed higher on the heritage scale than the Car Boot sale at Seaham.

For NGET to completely over look initial and continued representations of the disruption and detrimental effect this will have on the community is greatly disappointing and is evidence that NGET are simply giving lip service to their statutory obligations to deliver a scheme that is to be "beneficial, economical and coordinated".

vii. **Consultation**

7.9 labours the position that NGET had "detailed route alignment" consultations with the affected landowners. Initial details of the route were not shared with the Landowners or interested parties, when finally some detail was provided, this included "gaps" and uncertainty, quickly followed by the Order. The Landowners informed me they have attempted to clarify the route and suggested avoiding the Car Boot area, from the outset in August 2021 and then not to be made aware of the presence of the Landfall and Temporary Compound site, clearly demonstrates poor to non-existent consultation.

No detail has been divulged to My Client within an appropriate timescale, quite the opposite in fact, My Client's feel disillusioned, misled and kept in the dark by NGET with regards to the SEGL 1 scheme.

viii. 7.12-14 Further and Public Consultation

Again, this section claims detailed discussions have been undertaken, as I have addressed in E ix above. 7.14 suggests an online digital exhibition was held, My Clients nor I had any knowledge of these online sessions and one would suggest that an interested 3rd Party and their agent should be made aware of the sessions. Email addresses have not been requested from My Client so I would suggest that NGET cannot lay claim to having invited them to these meetings. This reinforces the view that NGET have not actively been engaging in consultations with us.

- ix. 18.2 makes comment to the European Court of Human Rights recognising the context of Article 1 of the first protocol and that a *"regard must be had to the fair balance that has to be struck between the competing interests of the individual and of the community as a whole"*, as identified in the correspondence element above the Car Boot enterprise on My Clients land forms an invaluable benefit to the community of Seaham and the wider area being the largest Car Boot in the North of England.

NGET's conduct has been to disregard anything in relation to the Car Boot, frustrating the compensation element and designing the scheme to dissect the heart of the selling area, causing major disruption not only to My Clients and the Landowners, but the community as a whole. As previously mentioned, the Landowners have attempted on several occasions to raise this with NGET, propose alternative options for the route and work arounds for the scheme, NGET have ignored these proposals and taken over 14 months to gain a response from NGET. Said response was then to disregard the proposal and say the scheme had moved past the point of negotiating the route which was wholly due to NGETs lack of engagement with the Landowner and My Client.

It is disappointing that they have not taken into account these factors despite raising concerns with the proposed route. They have not engaged in any meaningful means of negotiation to date. The detrimental effect this will have on the community and local area should not be overlooked and it is something that could be mitigated through proper engagement with the stakeholders.

E. Objection

I hope you take into consideration these factors that I have raised above, enclosed, and summarised below:

- i. Lack of Correspondence and Engagement from NGET and their Authorised Agents
- ii. Limited Public Consultation and involvement of Interested Parties in the process
- iii. No engagement in the negotiation process from NGET
- iv. Incorrect Plans and documents provided to My Clients.

It is for these reason that My Clients wish to object to the Order and as that the Secretary of State dismiss the application and there are fundamental elements of the Order which are factually incorrect, misleading, and false.

It is My Clients' intention to work with the NGET Authority and look to come to a voluntary agreement, however, NGET's conduct to date has not been satisfactory to put it lightly and the significant change in their attitude is required to engage with Interested Parties and bring this scheme to fruition in a timely and cost effective manor for the tax payer.

If you require any clarity in relation to any of the points I have raised, please do not hesitate to contact me at the details below and I will look to accommodate you where possible.

Yours sincerely,



Hamish Smales MRICS
Rural Associate Director

TEL: 0191 3036370
MOBILE: 07860 397096
EMAIL: hgs@gscgrays.co.uk

Enc