
Date: 1 October 2025

ELECTRICITY ACT 1989

The National Grid Electricity Transmission Plc (Cotswolds Visual Impact Provision) Compulsory Purchase Order 2025

STATEMENT OF CASE ON BEHALF OF NATIONAL GAS TRANSMISSION PLC (AS OBJECTOR)

1. Introduction

1.1 This Statement of Case has been prepared on behalf of National Gas Transmission Plc (“**NGT**”) in respect of the National Grid Electricity Transmission Plc Cotswolds Visual Impact Provision Compulsory Purchase Order 2025 (the “**Order**”) proposed by National Grid Electricity Transmission (“**NGET**”) to facilitate delivery of the Cotswolds Visual Impact Provision Project and the subsequent transmission of electricity (the “**Cotswolds VIP Project**”).

2. Cotswold VIP Project and NGT Assets

2.1 The Order proposes to grant NGET the ability to compulsorily acquire rights over land through which NGT’s FM14 Wormington to Pucklechurch Pipeline (the “**Pipeline**”) passes. NGT’s Pipeline is a high pressure gas transmission pipeline with a maximum operating pressure of seventy-five (75) times atmospheric pressure. The Pipeline is an essential part of the UK gas transmission network and plays a key role in the supply of gas to the greater Bristol area (including two large gas fired power stations).

2.2 The Pipeline is located in land over which NGT has an easement granted on 6 December 1968 to construct and retain its apparatus in situ and rights of access to inspect, maintain, renew and repair such apparatus (the “**Easement**”). NGT’s rights under the Easement extend over a strip of land 20ft wide centred on the Pipeline, together with additional support strips 10ft wide on either side of the Easement.

2.3 In total NGT enjoy Easement rights over a strip of land 40ft (12.2m) in width. Their rights of access to the Easement to maintain the pipeline can be exercised at all reasonable times and at any time in case of an emergency. Further, the Easement provides for a general right of support to the Pipeline which prevents any works being undertaken which might cause damage to the Pipeline, rights to prevent any interference with access to the Pipeline, reduction in depth of soil over the Pipeline, and rights to prevent buildings, structures or permanent apparatus being placed in the Easement without NGT’s express consent.

2.4 The new cable route proposed as part of the Cotswold VIP Project is approximately 1.5km to the west of the Pipeline, and the existing pylons and conductors proposed to be removed by NGET are about 1km away from the intersection of the Order limits with the Pipeline. Whilst this undergrounding of the cables (forming the Cotswold VIP Project) will not impact the Pipeline itself, NGET are seeking a package of Access Rights (as defined in the Order and discussed below) over land located between Wontley Farm and Westwood House, shown between plot references 04-008 and 05-001 under the Order on sheets 4 and 5 of Land Maps for the Order in which NGT’s Pipeline is located. Specifically, NGET are seeking acquisition of Access Rights over:

2.4.1 3112 square metres of access track (south of Wontley Farm and north of West Down) and public bridleway (Southam 66); and

2.4.2 3166 square metres of access track (west of Westwood House and north of West Wood) and public bridleways (Southam 66 and Sudeley 17).

2.5 The Access Rights sought by NGET are detailed in the National Grid Electricity Transmission Plc Cotswolds Visual Impact Provision Compulsory Purchase Order 2025. They are permanent in nature, as they are required to be exercised throughout the construction, operation and maintenance, and decommissioning phases of the Cotswold VIP Project. They include access, with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel. Importantly, the package of Access Rights includes rights to carry out works to facilitate access, including modifications to the road and removing services and utilities, and provision to prevent and remove any works or use of the land which may interfere with or obstruct such access or the exercise of these Access Rights.

2.6 While NGET has indicated in its submitted Statement of Case that it intends to make only limited use of the existing track that crosses the Pipeline by lightweight vehicles, this is not reflected in the extensive Access Rights sought under the Order over the area of land over which NGT has an Easement: the Access Rights package is unlimited in its application.

- 2.7 The Access Rights sought by NGET pursuant to the Order pose a significant risk to the safety and integrity of NGT's operational assets if not mitigated by the securing of appropriate protection measures. In addition, the proposed Access Rights would inhibit the proper discharge of NGT's statutory obligations and functions detailed below.
- 2.8 The Access Rights sought to be acquired through the Order include the right to pass and repass over the Pipeline and its buffer zone, using a route that is currently only a private access track and bridleway, without limitation as to the type of vehicle, through the construction period and the operational life of that project. NGT is concerned that the crossing of the Pipeline by construction vehicles without the provision of appropriate protection (or limitation) has the potential to damage the Pipeline, with potentially catastrophic consequences from both a health and safety and environmental perspective. In addition, noting that the Access Rights are sought over the Order Limits and adjoining land, there is the concern that vehicles using the track subject to the Access Rights may assume other nearby areas have appropriate protection in place and deviate from any approved crossing point of NGT's Pipeline, resulting in additional damage to the Pipeline outside of a protected area. Provision is required to protect NGT from any such damage caused by NGET.
- 2.9 Moreover, the Access Rights include provision to carry out works to facilitate NGET's access including to construct, lay down, use and remove access roads. This could result in the relocation of the access route to a different location crossing over the Pipeline, compromising its integrity. The Access Rights also include provision to prevent and remove any works or use of the land which may interfere with or obstruct such NGET's access or the exercise of the Access Rights sought. This directly contravenes the duties and obligations on NGT necessitating that it has ready access to the Pipeline at all times in order to undertake any inspection, remediation or repair activities as may be necessary, including in an emergency. NGT has a legal obligation to maintain its pipelines in a safe and operable condition, as detailed below.

3. **NGT's Statutory Duties**

- 3.1 NGT is the statutory undertaker for the National Transmission System, operating in accordance with its Gas Transporters Licence (amended and restated on 28th September 2001) under the Gas Act 1986.
- 3.2 As a responsible statutory undertaker, NGT must meet its statutory duty to develop, maintain and operate economic and efficient gas networks under section 9 of the Gas Act 1986, and ensure that any activities on or near its assets do not impact in any adverse way upon those statutory obligations. It is accordingly regulated by the Office of Gas and Electricity Markets (OFGEM).
- 3.3 NGT is further subject to duties under the Pipeline Safety Regulations 1996 and Pressure System Safety Regulations 2000 to maintain its pipelines in good repair, prevent damage to pipelines, fulfil duties to examine the pipelines, and meet emergency procedure requirements. All of these duties necessitate ensuring the pipelines can be accessed quickly if necessary and without obstruction. NGT's duties in relation to public health and safety are regulated by the Health and Safety Executive (HSE).
- 3.4 Consequently, NGT's rights to retain its apparatus in situ and rights of access to that apparatus to inspect, maintain, renew and repair must be maintained at all times and must not be restricted. Maintaining these rights and protecting them is a fundamental safety issue, which the Order seeks to override. If NGT has insufficient property rights this will have safety implications due to the inability for qualified personnel to access apparatus for its maintenance, repair and inspection. Further, the potential for inappropriate development within the vicinity of the Pipeline by NGET pursuant to the Access Rights will increase the risk of damage to the asset and to the integrity of the gas transmission network.
- 3.5 As a high pressure pipeline, the Pipeline comprises a major accident hazard pipeline ("**MAHP**"). Under Regulation 18 of the Pipeline Safety Regulations 1996, MAHP pose a serious health and safety risk if not protected and maintained properly and appropriately.

The safe and effective protection and maintenance of MAHPs is a fundamental objective of NGT and is central to both NGT's business operations and statutory obligations.

- 3.6 The Pipeline Safety Regulations 1996 also require that pipelines such as the Pipeline are designed, constructed and operated so that the risks are 'as low as is reasonably practicable' ('ALARP'). Regulation 15 of the Pipeline Safety Regulations 1996 states that "*No person shall cause such damage to a pipeline as may give rise to a danger to persons.*" NGT operates and maintains its gas network in line with the Regulations and according to well established standards to ensure the ongoing safety of the network.
- 3.7 Accordingly, NGT has a duty to protect its infrastructure and land rights and ensure that any development or works (including the construction, laying down, use and removal of access roads, or using, altering, diverting, and removing services and utilities) do not impact in any adverse way upon its statutory obligations. Where developers seek to carry out development within the vicinity of operational pipelines, they are required to obtain the formal written consent of NGT, as set out in section 2 of the NGT Guidance T/SP/SSW/22: '*Specification for safe working in the vicinity of National Gas Transmission high pressure gas pipelines and associated installations – requirements for third parties*'. An exception in this guidance is made for 'normal agricultural activities'; it is not considered that the Access Rights detailed in the Order are comparable to such normal agricultural activities.
- 3.8 NGT also requires appropriate protection for its apparatus including compliance with relevant standards for works proposed within close proximity of its apparatus and works which may adversely impact its apparatus. The details of the standards include but are not limited to the relevant National, International and NGT Standards, including BS EN 13509:2003, BS EN 12954:2001, and BS 7361 Part 1, with all works to be undertaken in accordance with T/SP/SSW22.

4. **Asset Protection Agreement**

- 4.1 NGT has sought the completion of an Asset Protection Agreement ("**APA**") between itself and NGET to ensure that:
- 4.1.1 NGT's interests and rights are adequately protected against the powers of compulsory acquisition sought under the Order and the grant of rights to and/or overriding of NGT's rights as set out in the Order;
- 4.1.2 appropriate protection for the Pipeline and associated apparatus, including compliance with relevant safety standards, is maintained throughout the lifetime of the Cotswolds VIP Project.
- 4.2 NGT seeks to protect its statutory undertakings through the APA, and the terms of the APA ensure the following:
- 4.2.1 NGT is in control of the plans, methodology and specification for works in exercise of the Access Rights in the vicinity of the Pipeline;
- 4.2.2 no such works take place without protection for NGT's rights and any acquisition of rights must be subject to NGT's existing interests and rights and not contradict or cut across such rights; and
- 4.2.3 an uncapped indemnity to protect NGT from any damage, losses or claims arising from damage to the Pipeline as a result of the Cotswolds VIP Project.
- 4.3 NGT maintains that without the APA, the following consequences will arise:
- 4.3.1 failure of NGT to comply with industry safety standards, legal requirements and Health and Safety Executive standards, creating a health and safety risk;
- 4.3.2 damage to the Pipeline could result and have potentially serious hazardous consequences for individuals located in the vicinity of the Pipeline if it were to fail; and

- 4.3.3 prevention of NGT's ability to access its land or exercise its rights over land caused by the Cotswolds VIP Project could inhibit NGT's ability to comply with its duties as statutory undertaker to provide gas transmission.
- 4.4 An APA is the ordinary manner in which an interface such as Cotswold VIP Project with NGT's Pipeline is dealt with to ensure that NGT is able to fulfil its statutory undertaking and duties to public health and safety. A failure to secure such agreement risks compromising the safety and integrity of NGT's operational assets, in addition to inhibiting the proper discharge of NGT's statutory obligations and functions.
5. **Engagement**
- 5.1 The Statutory Guidance on the Compulsory Purchase Process, updated and published by the Ministry of Housing, Communities and Local Government on 31 January 2025, states that "*Compulsory purchase is intended as a last resort to secure the assembly of all the land needed for the implementation of projects*" (paragraph 2.8). While there are caveats for parties that will not engage, that is not the case with NGT. On the contrary, NGT has been pro-actively engaging with NGET since first learning of the Cotswolds VIP Project and intended compulsory purchase order, but was met with resistance to engagement, delay, and apparent misinformation from NGET.
- 5.2 NGT first made contact with NGET's agents (Dalcour Maclaren) regarding the Cotswold VIP Project and the proposed compulsory purchase order and potential interaction with the Pipeline in April 2024. In October 2024, NGT's agents (Fisher German) informed NGET that NGT would require an APA in relation to the Cotswold VIP Project and the proposal to make the Order. In March 2025, NGT took over direct liaison with NGET's agents, informing them that NGT had instructed solicitors in relation to the APA. By May, NGT understood (from correspondence with NGET's agents) that discussion of an agreement with NGT, and consequently the making of the CPO, was on hold until the end of 2025. However, notice of the making of the CPO had in fact been published on 8 April 2025.
- 5.3 Having become aware that the Order had been made, on 21 May 2025, NGT submitted a holding objection to the making of the Order, noting the need to protect its apparatus and its requirement for an APA.
- 5.4 NGET did not provide NGT with its solicitor's details to initiate negotiation of the until 4 June 2025. At that point NGT's solicitors contacted NGET's solicitors to request an undertaking for its costs to negotiate the APA (in accordance with usual practice) on 11 June 2025. However, it was not until 23rd September 2025, some 11 months after NGT first raised the need for an APA, that NGET indicated it would be willing to consider entering into the APA and its solicitors provided its undertaking for costs for the negotiation of the same. In the interim, NGET and its representatives asserted that it did not believe an APA was required, contrary to the standard procedure for an interface of this nature.
- 5.5 The Statutory Guidance on the Compulsory Purchase Process referred to in paragraph 5.1 above summarises that "*A compulsory purchase order should only be made where there is a compelling case in the public interest and reasonable efforts have been made by the acquiring authority to negotiate the purchase of land by agreement*". While NGET is not directly acquiring NGT's land rights, the effect of the Access Rights sought under the Order would be to override NGT's rights as secured by its Easement and necessary for it to comply with its statutory obligations, and NGT considers that reasonable efforts have not been made to negotiate an agreement with NGT in order to remove its objection or otherwise resolve its concerns.
- 5.6 NGT's preference remains to enter into an APA which would allow NGT to withdraw its objection and maintain the appropriate degree of protection for its apparatus. However, unless and until that protection is secured, NGT must maintain its objection.
6. **NGET's Statement of Case**
- 6.1 In the Statement of Case submitted by NGET on 18 August 2025, it has indicated that it intends to use protective slabs for crossing the Pipeline and that all construction activities will be subject to a Construction Environmental Management Plan ("**CEMP**").

- 6.2 It is noted that any CEMP would need to be submitted to and approved by the local planning authority and is not subject to the consent or agreement of NGT. Powers of enforcement would also lie solely with the local planning authority and NGT would have no means of securing compliance with a CEMP. The terms of the Order are not so limited to control by a CEMP, and nor are the Access Rights limited to the construction period only. Therefore, the assertion that construction activities will be controlled by a CEMP does not provide adequate protection for NGT to ensure the safety of the Pipeline.
- 6.3 Moreover, the use of 'protective slabs' is not fully defined and would in any event still require an APA to be in place – even if the rights sought by the Order required the use of protective slabs over the Pipeline.
- 6.4 As detailed above, an APA not only provides for any works that could impact an NGT asset to be undertaken in accordance with the safety and technical standards required in legislation and regulated by the HSE, but also ensures adequate protection for NGT's statutory undertaking and related public duties to maintain access to the apparatus for inspections and emergency works, and an uncapped indemnity to protect NGT from any damage, losses or claims resulting from works under the Order.
- 6.5 NGT has not received any form of agreement or proposal for an agreement with NGET that would otherwise secure the measures noted in NGET's Statement of Case or in any way limit the powers that would be afforded to NGET if the Order is confirmed as made.

7. **Summary**

- 7.1 The Access Rights sought by NGET in the Order over the land in which NGT's Pipeline is located are unacceptable as they are unconstrained in relation to their application in relation to this area and pose a risk to NGT's ability to fulfil its statutory obligations to ensure the safety and integrity of the Pipeline.
- 7.2 NGT does not object in principle to the Cotswolds VIP Project, however it does object to:
- 7.2.1 the Access Rights under the Order being exercised in close proximity to and crossing over NGT's Pipeline and associated apparatus without suitable protections in place; and
 - 7.2.2 any compulsory acquisition of rights which interfere with NGT's Easement and would affect its land interests and its apparatus, and right to access and maintain its apparatus which would prejudice its compliance with its statutory duties.
- 7.3 NGT maintains its objection unless and until appropriate protections for its apparatus is secured through an APA. In the case that an APA on appropriate terms to protect NGT's apparatus is signed by NGET prior to confirmation of the Order, NGT will withdraw its objection as its interests would be sufficiently protected.
- 7.4 Unless and until an APA is in place between NGET and NGT, NGT sustains its objection to the Order as made. Whilst the Order does not seek to acquire NGT's rights, the package of Access Rights sought applies over land in which NGT has the benefit of the Easement and will override NGT's rights. A claim for compensation would not be sufficient in these circumstances given the scope of the Access Rights sought and their implications for both the integrity of the Pipeline and NGT's compliance with its statutory obligations.
- 7.5 Therefore, NGT requests that the Confirming Authority modifies the Order per its powers under section 13A of the Acquisition of Land Act 1981, to the effect that the area of NGT's Easement is excluded from the land over which Access Rights are sought. The Access Rights sought are excessive in the context of the existence of the Pipeline within the Order Land and the rights that NGET claims that it will in fact require in this location. No compelling case has been made for compulsory acquisition of the full suite of these Access Rights, to the detriment of NGT's statutory undertaking, and there has been an absence of engagement from NGET with NGT despite the efforts of the latter, to reach private agreement prior to the making of the Order or subsequent to that point including since the submission of the Order for confirmation.

- 7.6 It is NGT's case that if the Order is confirmed without such modification, the exercise of the rights acquired by NGET pursuant to the Order will pose a significant risk of damage to the Pipeline, and the potential for wide ranging consequences for the national gas transmission system and public health and safety.
- 7.7 NGT requests that NGET continues to engage with it to provide and ensure adequate protection for NGT's assets within the Order Land and adjoining land, which will remain in situ, along with facilitating all future access and other rights as are necessary to allow NGT to properly discharge its statutory obligations. NGT will continue to liaise with NGET in this regard.

Eversheds Sutherland (International) LLP

1 October 2025