



Hearing Transcript

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| Project: | Botley West Solar Farm |
| Hearing: | Compulsory Acquisition Hearing 1 (CAH1) Part 2 |
| Date: | 08 October 2025 |

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FULL TRANSCRIPT (with timecode)

00:00:03:06 - 00:00:16:23

It's now 11:00, and I'd like to resume the compulsory acquisition hearing. If I turn to the applicant, could we deal with Mrs. Squib Williams? Um, query first, please.

00:00:17:18 - 00:00:23:00

On behalf of the applicant, I suggest we start with the funding query whilst the team comes through. Apologies.

00:00:23:02 - 00:00:30:27

Okay. Yeah. That's fine. So if we could go back to the question I asked in response to excuse 2.5.2, please.

00:00:32:05 - 00:01:07:00

Uh, good morning. My name is Gareth Phillips. I'm a solicitor and partner with the firm of Pinsent Masons. And just to give some context for those in the room as I go on to give some assurances in this, uh, submission, uh, I've advised on most of the solar SIPs that have been granted at DCO to date, including Cleeve Hill and all the those that were granted last year. So I have a very good understanding of the approach taken to these projects, both on the applicant side but also then in the decision making by the Secretary of State and the recommendations given by the examining authorities involved.

00:01:07:06 - 00:01:41:22

Um, in dealing with this question, I'm going to be referring to paragraphs 17 and 18 of the guidance for compulsory acquisition of land under the Planning Act 2008, Parts 17 and 18. And I'm also going to be referring to requirement 45, um, which comes under in the DCO draft. DCO, which comes under the heading guarantees in respect of payment of compensation. So I'll be coming on to those references, uh, picking up on a point that Mr.

00:01:41:24 - 00:02:18:15

Saint John raised earlier in all of these hearings. There there are for all of the, you know, for solar farms and other infrastructure that's proposed under the act. It's a common concern that when looking at the finances, it appears to be a special project vehicle. A company that's been set up for the purposes of holding the permissions and the land interests that are required. Um, and that looks like a shelf company, because honestly, it often is. Um, but it stood behind by a, an entity of greater financial value and credibility.

00:02:18:24 - 00:02:58:22

Um, that is seen more widely. And that's why typically you'll see some accounts for an SPV in this case. So to five uh, and then you'll see a parent company behind it with more substantial accounts. So all very normal in this scenario. And even when you consider a larger, um, uh, undertaking a utility,

for example, a think of a company that might be well known, an ETF, for example, global company. Um, even they take a similar approach that you'll see a project vehicle, uh, that is set up for the purposes of applying for a DCO and acquiring land England interests and then the parent company will stand behind.

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So all very normal. Um, here, um, we have, uh, development partners, a German company that has developed projects all over the world, particularly in Germany and Japan. Um, and we have explained the relationship between that parent company and the SPV. Uh, here, um, it will be noticed or has been noticed that the accounts that have been submitted so far are not quite up to date, and we do expect to submit more accounts, um, hopefully by the end of this month, if not by the end of this month, certainly by the end of the examination and for reassurance purposes.

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Um, once this examination closes, another six months will elapse at least before we see a decision from the Secretary of State. There's a three month reporting period for the examining authority and a three month period for the Secretary of state, um, to consider that the Secretary of State is at liberty to seek clarification on any matters it wishes before actually granting the DCO. We've seen that recently in terms of habitat regs, but sometimes it can be about land interests, because a Secretary of State might wish to see more reassurance that before granting compulsory acquisition powers to an SPV, no matter who stands behind it, that actually that company is is worth having those powers.

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So this isn't the last chance. There is more time and more opportunity to demonstrate where we need to be. So coming back to the relevant guidance, paragraph 17 and 18, when we read those two paragraphs together, it's made clear that we're supposed to give as much financial information as possible at the moment, both about acquiring land but also about the implementation of the project. And we've done that insofar as we're able to at this point, um, it goes on to say, and I'll quote this, it may be that the project is not intended to be independently Financially viable, or that details cannot be finalised until there is certainty about the assembly of the necessary land.

00:05:00:08 - 00:05:34:18

In such circumstances, the applicant should provide an indication of how any potential shortfalls are intended to be met. So what that's saying there is, at this stage in the process, we're not required to set out in great detail how every pound, shilling and pence of the project is going to be met, and indeed, that just would not be achievable at such an early stage of project development. What we're what we are required to do under the guidance is to, quote, provide an indication that indication has been given already in the financial information submitted.

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The purpose of the way that this will work, just like many other projects, is that additional funding will be sought as the project evolves in order to take it through the next stages. Bearing in mind that the costs of going through a DCO process can be in the order of about £10 million, and we're going through that. The costs of actually building one of these projects is multi millions. So the project has to seek funding from different areas. Funding for this project negotiations about that is is ongoing.

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Now there are different partners being brought involved. Those are commercially sensitive negotiations as they normally would be. But there is an ongoing iterative approach to bringing funding in for the project, which is all very normal. Um, so that's that's where we are now. Now I'm going to come back to requirement 45 of the DCO guarantees in respect of payment of compensation. This is what this requirement achieves. And this assumes that Secretary of State is going to grant a DCO. And it includes this.

00:06:36:25 - 00:07:13:04

But this is a standard provision in other Dsos are being granted. Is that before the undertaker in this case solar five, um proceeds with um implementing the order. it has to at first provide security. That's financial security, like a guarantee that the Secretary of State deems satisfactory to meet the compensation payable under the DCO. So when you look at requirement 45, um, paragraph one A talks about the guarantee and the form that that should take.

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And then it goes on to list all of the powers referred to in the order that are deemed to be of a compulsory acquisition nature. So what does that mean in in practicalities, what it means is assuming we are granted a DCO and that is an assumption, um, when we then move forward to implementing the project. The first thing that has to be done is that all of the requirements that we're talking about through this examination have to be discharged. That means applications submitted to the local authority with all sorts of things from the detailed design of the project right through to, you know, um, detailed traffic management plans and things like that.

00:07:50:12 - 00:08:30:18

That of itself is a huge undertaking and financially intensive. When all that has been done, when those pre commencement requirements have been discharged, were then in a position to actually mobilize and deliver the development. Before we may do so, we have to have satisfied the Secretary of State that there is security in place to meet the demand. Any compensation that's due under the terms of the DCO. And at that stage, bearing in mind money has been spent in terms of discharging, um, the requirements, we would also be in a position to advise the Secretary of State of what the financial resources are at that point, and how the costs of the project are to be met.

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So there are various stages to this. So whilst it may seem weak that the guidance only asks us to give an indication at this stage, that's because we are at a very early stage in the process of delivering a project. But there are other opportunities down the line in the process for the Secretary of State to make sure that actually, this is a bona fide business that's taking forward the project. The funds are in place in order to meet any compulsory acquisition, and indeed, the funds are in place to meet the costs of the of the development. As I said at the start, this is very normal for Dsos, regardless of who's promoting them, whether it's in the name of an SPB, SPV, beg pardon, a big utility or even a government entity that's taking forward a highway scheme.

00:09:13:23 - 00:09:45:15

It doesn't matter who's promoting it. Right at the outset of this process, back in 2008, government was very well aware that it was offering the ability for smaller entities that had been seen before to have

the opportunity to have compulsory acquisition powers. They are draconian powers. They are, you know, closing the title, their powers. But there are fail safes throughout this process to make sure that those who are given the powers use them appropriately and demonstrate all the way through that they have the wherewithal to be able to implement. I hope that explanation helps.

00:09:45:17 - 00:09:46:07

Thank you.

00:09:46:20 - 00:10:01:27

Thank you. I do have another question relating to funding. So obviously we've noted your response to XQ 2.5.9. Can you expand on this for me please. What actually constitutes adequate equity ratio.

00:10:15:24 - 00:10:48:09

Thank you Gareth, it's the applicant again I think what's being referred to there is when the projects taken forward, there are different types of finance that can be available. There's something called equity finance, which is where someone or a group of people or a company actually ingests, inject cash into a business, and they take an equity stake just like a shareholder. Um, so me paying for my own kitchen extension, for example. And then there's the other type of finance that's normally available is what we call debt financing.

00:10:48:11 - 00:11:24:29

That's when you go to the bank and you, you, you essentially ask for a loan to do it. So me going to the bank and saying, please, can I have some money to build my kitchen extension? When you're dealing with a commercial project like this, there's there's a desire to get the balance of equity, the first type and, and debt financing the second time. Correct. Because that then goes to the wherewithal of the business and shows that it's not what we call overleveraged. Um, if anyone's able to remember the equity crisis back in 2008, 2009, it was all because lots of property was overleveraged.

00:11:25:01 - 00:11:49:15

Too much debt, not enough equity. So what we want to what I think is being implied by that answer is that we want to ensure that this isn't a project that's just a product of lending, but is actually a product of equity plus lending, so that it is a viable proposition moving forward. I hope that provides a summary explanation, but we can give a bit more detail in writing, as you'd expect.

00:11:51:18 - 00:12:13:09

So if I'm right, looking at 2.5.9. The question was basically whether you're going to sell the project and you said you retain an adequate equity ratio. Does that mean you'll still be the primary player or will you just take a back seat role if you like? What's your relationship with the project once or if development consent is granted?

00:12:13:27 - 00:12:47:09

Thank you, Gareth Phillips, for the applicant again. So far as the instructions I've had to date, the interest of this particular client is to stay involved in the project. They have a desire to see it through. I can honestly say I have no instructions that, for example, we have a desire to sell as soon as the TCO is granted. But then even if we were to do that, as has happened recently, I gate Burton Solar has

recently changed hands And from the applicant to another entity. Cleeve Hill changed hands and has now been implemented by the new owner.

00:12:47:11 - 00:13:26:16

But that shouldn't be a concern either, because we have articles in the DCO that are very standard and have been accepted in others, which deal with the transfer of the benefit of the DCO. What happens there is if the SPV is sold to somebody else, then there is a there is an ability through this to demonstrate to the Secretary of State what the financial circumstances are before it. I've acted on some of those for some of these transactions that have happened before. So again, there's a failsafe here. So in the event and I'm not saying this is going to happen, but in the event the DTO is granted PvP, throw their arms up in the air, I think, thank heavens, and then decide to sell the project.

00:13:26:18 - 00:14:00:06

That's not a concern because the the checks and balances I've been talked about are dealt with through the transfer of the benefit of the order. And Mr. Yates has kindly helped me, provided me with it. So this is article 34 under part six of the DCO, and you'll see it's headed consent to transfer the benefit of the order. There's a whole series of checks and balances in there which dictate how that can happen in reality. And this is almost what we call a boilerplate clause now, i.e. one that's readily adopted by the Secretary of State and has its originations in the days long before the planning Act.

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So but that's there as a check and balance as well.

00:14:07:07 - 00:14:40:09

Okay. Um, appreciate your answer. Thank you very much for providing clarity on that. I suppose the one thing from my perspective and the development consent order applications have been involved within the past is that this kind of thing comes forward after a development consent is granted. It's the first time I've come across this kind of discussion. During the course of an examination. The prospect of sort of selling only mentioned sort of Cleeve Hill or whatever else, but usually that happens at a later date.

00:14:40:11 - 00:15:12:06

So it seems sort of just a bit odd that we're talking about it now. And I think that's probably what's caused some sort of concern among the public that basically we're looking at a situation where you're already considering invoking article 34 potentially or retaining that adequate equity ratio, implying that others will come forward even before a development consent order has gone to the Secretary of state. I think that's what's causing a little bit of the concern and confusion. Um, I appreciate you've given your answer on that. If there's anything I should want to add, just to add that.

00:15:12:08 - 00:15:12:23

Sure.

00:15:12:25 - 00:15:48:16

Okay, so it's the applicant again. Um, I think we're not looking to invoke 34 now. I'm just offering that as as reassurance, as if it was. And in terms of abnormal, I think, you know, it's interesting because, you know, Cleeve Hill was back granted 2020. And then we had a long, long time before, uh, others

came forward. And then the Labour government came in, came into power, and suddenly we had five solar days granted on one day. Um, so progress in terms of like, precedents and things to look at for reassurance has only recently come about as recently as last year.

00:15:48:26 - 00:16:25:02

Um, but certainly in the you know, I've sat through all of the examination hearings for, for those other projects and the concerns being raised are quite common. I mean, they're understandable, right? Um, and but they are normal. Um, and it is a concern when people are looking at, well, you're looking to take land, you're looking to compulsory acquire, but this is an SPV and seemingly only has a few quid in the bank. It does look odd, but I assure you it's similar to all other projects. Um, and it isn't a case that PBP is saying now when we want the right when we're talking about the equity ratio, that could in all honesty be PvP owning 51%.

00:16:25:04 - 00:16:46:12

These are numbers off the top of my head. And another, the other 49 being owned by another utility with even deeper pockets that comes along and takes it forward. It's not an indication of PvP. Wanting to step away is an indication of PvP. Being open minded and exploring opportunities for how it will finance. What will be a multi-million pound project. Like I say, all very normal. Thank you.

00:16:48:17 - 00:16:54:16

Thank you, Mrs. Williams. I believe you have a question you wish to ask regarding this matter.

00:16:56:18 - 00:17:30:26

Thank you very much. Um, yes. Mr. Phillips has referred to three things I'd hope to be able to. Sorry. This is Karen Williams, and this time I'm speaking for myself, not representing anyone else. Um, Mr. Phillips, you referred to the assemblage of land, and that, um, makes me mindful of the examining authority's previous request for not only information about the funding of the applicants, but a flowchart setting out the distribution of organisations behind Blenheim, the landowners themselves.

00:17:30:28 - 00:18:09:02

And I just wondered, I've not been able to find that flowchart. I just wondered if that flowchart had been produced as previously requested by yourselves, because the assemblage of land is, of course, a separate matter to many of the points that Mr. Phillips has made. And that's my first point. The second point, um, Mr. Phillips referred to this applicant having achieved a number of previous solar array developments. Um, I and I've heard this claim obviously frequently, but I and others, we've not yet been able to find evidence of actual previous solar arrays.

00:18:09:04 - 00:18:40:15

And I think this is a point to establish. Can we have some evidence of that? Because it goes to credibility of the claim made. Um, and if this applicant has in fact established previous solar installations, could they be specified? It'd be great to know which ones they are, to see something of the track record, and really to support and provide evidence for the claim that's being made. It would be good to see the backup for that, if that's possible. My final point.

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Um, this may be a very naive point, but Mr. Phillips referred to equity plus lending. Uh, I guess I'm curious. What is the equity that he's referring to already within this matter? I understand the points he's made about funding, but what is the equity? Thank you.

00:19:01:18 - 00:19:06:08

Thank you. Are you able to answer Mrs. Williams questions? Thank you.

00:19:06:14 - 00:19:57:15

Uh, for the applicant. Thanks for those questions. I'll address the answers to the examining authority. But me, no disrespect by not looking that way. Um, so, point one land assembly. Um, at the last deadline, I believe we submitted, um, an explanation that had been provided by the lawyers advising Blenheim, um, on essentially, this addressed the point of who owns what Within the Blenheim. The Blenheim group. And that at that. Referred to. You know. Very summary. High level. The two trusts that exist under that business, how the land is held and more importantly, I think to for this examination how money received from, say, rental from the lease granted for the solar park would actually go back into the Blenheim Trust and then be used for the upkeep of the World Heritage site.

00:19:57:17 - 00:20:01:27

So that dealt with that. Let me just pause for a reference.

00:20:02:03 - 00:20:06:06

I think we actually have the reference. We think it's 562.

00:20:07:25 - 00:20:18:21

Thank you very much. So that deals with the point. 1.2 um, was around uh, the um,

00:20:20:11 - 00:20:52:14

I'm trying to thought I'll go to .3.3 was about equity. Um, and where is the equity coming from as things stand in this, in this project at the moment? Um, the equity is coming from the PBP group. So in terms of promoting this project, the costs are met by PBP, um, which stands behind the financial circumstances of the applicant. Solar five. And then back to point two. Other projects. Um, I don't know how they're being searched for. Um, if you're looking for solar solar five.

00:20:52:16 - 00:21:28:10

No, you won't find projects elsewhere under that entity because as I said before, that's the project vehicle for this particular application. It's the broader photovoltaic partners company that has developed projects elsewhere, notably in Japan. I think we can provide some evidence of which for those projects are. Um, but I just want to pause here because there's only so far we need to go down this down this route, you know, just by reference to those other solar dsos that have been granted, in some cases, they've been granted to Spvs and, and parent organisations that have not developed any project.

00:21:28:12 - 00:21:58:16

Solar projects at scale. They're relying on internal resources being brought from, you know, essentially people hired in to help with their, their, um, um, promoting the project. They then rarely is it the case that the developer itself then picks up a shovel and starts building the project. What they do

is they bring in an EPC, which is a fancy abbreviation for a contractor. So a bit like going back to my kitchen extension, you won't find me with a shovel in my hand. Well, actually I did.

00:21:58:18 - 00:22:29:01

But anyway, um, you will have a builder brought on board in order to to build that out and they will then take it forward. So if someone was to say, well, how many kitchen extensions have you done, Gareth? The answer would be nil. Uh, apart from the one I've got. Um, but if you were to ask my builder how many they've done. Well, there's many. Yeah, multiple of them. So essentially, in taking this project forward, there are multiple parties that will be involved, just like a bridge, a road, rail, anything like that. And there will be a number of people that are adding to the credibility as we go forward.

00:22:29:03 - 00:23:03:11

So I think we can probably provide a list of other projects that the development group have been involved in, but I think we don't need to go that far in terms of credibility, because it's no different to any applicant that's come forward before. And my previous answers indicate, you know, if this is a concern and I understand why it would be, there are the checks and balances in place in the process and in the order that we are actually seeking to make sure that, you know, these concerns are addressed properly, and it's not just thrown off into the hope that it will happen. You know, it's the Secretary of State that determines whether or not this project can change hands.

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It's the secretary of State that determines whether or not satisfactory financial security is in place in order to move it forward. And it is the local planning authority that will be approving every single requirement under the DCO. So there are quite substantive bodies here to make sure that way past this examination, um, frankly, the applicant is held to account.

00:23:25:11 - 00:23:33:10

Thank you. While Mrs. Williams is at the desk, can you deal with the issue raised regarding Goose Farm, please?

00:23:37:15 - 00:23:54:29

Martin Williams, on behalf of the applicant. So, yes, we've looked into it in relation to those particular plots. And the three plots referenced ten zero six through 2008 are blue land for the permanent acquisition of new rights. And I'll pass to my colleague, Mr. Tbilisi, to explain why we need those plots.

00:24:00:12 - 00:24:30:26

Electrical engineering on behalf of the applicant. So basically to connect our fields, we need to lay the 33 kV cables and we are using the access, um, to connect both cables. So it's a normal trench of a 33 kV cable. And um, we are discussing also within the team now if we can try to Relocate this, um, 33 kV cables. Um, but we will come back in writing and decide whether we or not we will use this access.

00:24:31:00 - 00:24:31:22

Thank you.

00:24:32:05 - 00:24:43:18

Okay. I don't think that quite answers Mrs. Williams question, though. Correct me if I'm wrong. I think you wanted to know whether any negotiations had taken place.

00:24:44:11 - 00:25:21:19

Yes, I can just comment. Karen Squib Williams, this time for Mr. Dustin Dryden. Um, my point is specifically that there appears to have been no contemplation of the impact upon the secondary easement access. Um, for Mr. Dryden to access the rear of his residence and his farm. So whatever it is, I mean, we would be very pleased to hear if that does end up being relocated. But whatever the contemplations, I just wish to flag that there has been no communication, no negotiations to even understand and factor into your considerations.

00:25:21:21 - 00:25:23:21

The impact upon the landowner.

00:25:35:03 - 00:26:10:20

Martin Williams on behalf of the applicant. So with regard to Mr. Dryden, he is an occupier of those particular plots. So we have a property agreement in place with the freeholder which is Farnborough. And I suggest what we do is we take that comment away and have a direct correspondence with Mr. Dryden to understand the implications, based on the comments that have been made, um, and work with the with your client to understand the implications of the nature. And if a property agreement is required for any particular reason or agreement, that we can look to put that in place and update the, um, panel in the at the next deadline.

00:26:10:22 - 00:26:32:01

Thank you. Because I think we need to perhaps, with all respect, part of this issue, because you clearly need to communicate because I think, Mrs. Skip Williams. Apologies you disagree with some of the statements that have been made. So you know, you're both in the room far for me to tell you how to do your jobs, but maybe you could communicate later on today.

00:26:32:13 - 00:26:40:15

Karen Williams from Mr. Dryden. Yes. Thank you very much that that's accurate. If I could ask that you communicate with me as Mr. Dryden's agent, I'd be grateful. Thank you.

00:26:41:15 - 00:26:56:21

Thank you. Um, just going back to a funding related question, I'd like to ask about category three persons and possible relevant claims. How much funding has been put aside to deal with any compensation payments, please.

00:27:14:01 - 00:27:43:00

On behalf of the applicant, the information I can give you here, I'm sure you will have already seen. But as part of the funding statement that includes a breakdown of the property cost estimate, which deals with all of the compulsory acquisition costs, which is to the amount of 69,150,000. That's at paragraph 7.4. I don't have a breakdown of the different categories within that. It's just a sole figure of

the wider property interest. But if that be useful, we can speak to put that together to see if we can extrapolate.

00:27:43:02 - 00:28:24:12

Yeah. It would be useful to say that category three persons have been taken into consideration. But if you could do that, we could record that as an action point, please. Thank you. I do have which will be an action point for Oxfordshire County Council because I realise your colleague isn't here. So I'll read the question. But if you could take it as an action point, um, change one as detailed in the applicants change request report, which is CR 2073 states to Lisa Blaydon, approximately 1.7 hectares of panels and associated maintenance roads are to be removed from the scheme, but the order limits are not to be changed.

00:28:24:17 - 00:29:00:21

The applicant has confirmed that the 17.6 hectares would perform an additional mitigation function, alongside of the already proposed BMG. As you are aware, one of the roles of the Secretary of State is to ensure that she or he is satisfied that the land be acquired is no more than reasonably required for the purposes of the development. I'd just like to hear Oxfordshire County Council's views whether you consider this necessary mitigation, the extra 17.6 hectares of BMG, or whether it should be removed from the order limit.

00:29:00:29 - 00:29:04:08

Please don't. I don't expect a response from you today on that.

00:29:04:12 - 00:29:05:17

Yeah, we are sorry.

00:29:05:19 - 00:29:10:03

George Gurney, Oxford County Council we might be able to address that tomorrow when we have our ecologists in the room.

00:29:10:06 - 00:29:22:02

That's fine. Thank you very much. I'm now going to hand over to Mr. Wallace, who I believe has some questions regarding deer related matters.

00:29:23:15 - 00:29:57:22

Yes, indeed. Thank you very much. Um, just turning to the change request to, uh, change report. Um, I think that's CR 2073. Um, paragraph 213 four of that, um, states that the obviously the education center that was proposed, um, has now sort of fallen by the wayside as such, not going to proceed to the education center, but the resulting 1.15 hectares of land, um, would instead be used for being an ecological mitigation.

00:29:58:08 - 00:30:30:06

Now, according to the original BNG statement, you are already providing 80% BNG across the project. And in respect of ecological mitigation, I don't see anywhere in the documents exactly what that is for. And so therefore I'm just wondering what is the if you're retaining that land in the order

limits, what is the compelling case in the public interest for you to retain that land and use it for those purposes when being is already generously provided, an ecological mitigation is unspecified.

00:30:39:05 - 00:31:29:22

On behalf of the applicant. Appreciate. We'll cover this in more detail tomorrow around the requirement drafting and biodiversity. But to sort of give a spoiler for that discussion, we have recognized the request for an examiner authority to commit to certain biodiversity figures on the face of the order, and we we will be doing that. And I say we can discuss that tomorrow, but to make sure we can give certainty to that legal obligation, which breach of which is obviously a criminal offence, the applicant needs to ensure that there's sufficient land take available across the project to make sure that the bio the biodiversity measures can be provided to meet those figures, given it will be a legal obligation on the face of the order and this land, as part of the other land that's reserved for potential biodiversity measures, forms part of a wider area of potential biodiversity land that is needed to make sure that those figures can be met.

00:31:32:07 - 00:31:37:04

Okay. Thank you for that, for that clarification. Um.

00:31:41:01 - 00:32:14:03

Yeah, I've got a question about National Grid, and I appreciate we're going to talk about more about this tomorrow. Um, because there's a lot has changed, um, for that. And I understand protective provisions are coming forward just out of interest in terms of those protective provisions that are being drafted. Are they accounting for a two scenario approach in effect, scenario one in the order limits and scenario two outside the order limits are those protective provisions? Sort of, if you like, hedging your bets, if you like, one set will be put in.

00:32:15:06 - 00:32:35:18

Bets on behalf of the applicant. Yes, the drafting does acknowledge that either or scenario, because the way they're drafted, without going into the detail, is to ensure that the future operators of National Grid, which includes their substation, irrespective of whether it's delivered inside the order limits or outside the provisions, are drafted so that that apparatus is protected in either case.

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Okay. That's that's good. Okay.

00:32:44:23 - 00:33:18:12

Just going back to the the change request to the ES addendum. Um, for that it was perhaps this is not so much a compulsory acquisition point as a clarification point, but I'll raise it anyway in table 3.1. Um, there is a conclusion drawn that because the 17.6 hectares of land, And that would remain in the order limits, but would have solar installation removed that that would reduce the impact of the proposal upon agricultural land.

00:33:19:10 - 00:33:41:09

But bearing in mind those 17.6 hectares would still be subject to permanent acquisition, would be managed for the benefit of wintering birds doubling up as being. Surely then, the impact upon the use

of the land for agriculture remains the same. It's still taken out of agricultural use because of the compulsory acquisition, because of the alternative purpose. Can you just.

00:33:41:11 - 00:33:41:28

Sort of.

00:33:42:12 - 00:33:44:26

Confirm what's going on there, please?

00:33:46:15 - 00:34:06:02

Toby, it's a math for the applicant, so I'm obviously not the expert here. So if you want further submissions, we can make that in writing with their input. But the distinction here is between sort of temporary and permanence of the infrastructure that we proposing. And the solar installation is more permanent than the provisions that are now proposed in replacement of that.

00:34:08:15 - 00:34:42:05

Okay. I think you're going to need to explain that in writing, because if it's retained for being, um, so it's taken out of agriculture use and it becomes BNG under compulsory acquisition. That's a minimum of 30 years maintenance once established. And there isn't that much difference in timescale, um, between that. And then, you know, if you were to use it for solar installation and then remove it. So if you're saying it's more I don't understand basically, um, and I would need that, it sort of explained.

00:34:43:07 - 00:34:47:06

Maybe it's a buffer. The applicant will get input from the expert on that one. Okay.

00:34:47:12 - 00:34:49:13

That could be an action point please.

00:34:58:25 - 00:34:59:10

Um.

00:35:02:23 - 00:35:33:10

I don't know if you're going to be able to to, to answer this one, but it's my my last question before about to miss Cassini on this. Um, in response to zoning authorities written questions. Uh, 2.15.8 uh, the references rep for hyphen 037. Um, you've said about the erection of proposed education boards, children's fund trails, um, where we don't have any details of where they would be, per se.

00:35:33:28 - 00:35:59:27

Um, one assumes there'd be in and around the array areas themselves. But again, just in terms of that compelling case, if they're sort of to 1 to 1 side or one corner of a field, if you like, um, particularly a play trail, I don't know if that involves play equipment or swing slides or whatever else, but if they're not in amongst the panels, what's the compelling case in compulsory acquisition terms to acquiring land to deliver that?

00:36:01:22 - 00:36:25:29

It's on behalf of the applicant. My understanding is that they will be integrated as part of the wider scheme, and that's the benefit that arises from the education that they can see project, and the detail of that will be delivered through detailed design and the operational management plan, exactly how that will be set out. But my understanding is that it will form and be integrated as part of the wider development. And land isn't being sought in isolation just for that sole purpose.

00:36:27:03 - 00:36:59:06

Okay. And I'd appreciate them straying away from a compulsory acquisition case here. But speaking as a parent, I know, uh, children don't always do what they're told. And, um, some of them will like bringing a football or Frisbee or anything else when they're not meant to. Um, in terms of security. If you're providing these play trails in and amongst the panels. Um, not just security for for the kids, if you like, but also security for your equipment. Um, how would that be enhanced in those children play areas or what will happen.

00:37:00:23 - 00:37:30:00

On behalf of the applicant. so I'm sure you'll be aware there's a requirement for fencing. Under the DCO, as well as the various management plans which will need to be discharged. The fencing requirement as well must be discharged pre commencement, but that includes permitted plenary works because we recognise that that needs to have oversight in relation to the full scale of the works, and that will ensure that necessary safety measures are in place. So wherever children may go wandering or have access, obviously that'll be controlled for those requirements. Okay.

00:37:30:08 - 00:37:33:08

Okay. Thank you very much. And back over.

00:37:33:22 - 00:37:43:07

Thank you. Um, I'd now like to ask Mr. Sumner if he'd like to come forward and so we can discuss issues that you've raised.

00:37:48:28 - 00:38:03:05

Thank you, Mr. Sumner. I, myself and my colleagues have read the representations that you've made and understand your position. What I'm going to do is ask the applicant and Blenheim Palace some questions that I'm going to come back to you if that's okay.

00:38:03:07 - 00:38:03:27

Thank you.

00:38:05:13 - 00:38:30:03

So turning to the applicant, I've noticed your response in respect of the issue of the thousand year mortgage on land in the state that Mr. Sumner has made reference to. Can you please clarify what due diligence you've carried out in respect of this matter? Because I understand that you your position is that such a mortgage does not exist.

00:38:33:05 - 00:38:56:20

Martin Williams, on behalf of the applicant. Um, so from a land referencing perspective, as I stated, we carry out both desktop and contact referencing, which includes a review of the seller title. Um,

within that title, there was no reference, um, to any such position with regard to Crown ownership. So from that point of view, we have not constituted it as such.

00:38:57:11 - 00:39:27:16

Thank you. I'd now like to refer to the document with reference rep 3068, which was submitted into the examination on behalf of Glenn and the estate. Um, can you clarify that the point of the document, and I'm not sure whether it's yourselves or the applicant here who needs to answer this, but can you clarify that the point of the document was to, amongst other things, confirm that Blenheim Estate was not aware of any mortgage, as mentioned by Mr. Sumner, that affects the option land.

00:39:28:29 - 00:39:32:01

Dominic. Care for the Blenheim estate? Yes. That was exactly.

00:39:32:03 - 00:39:32:18

Our.

00:39:32:20 - 00:39:33:05

Intention.

00:39:33:07 - 00:39:33:23

Thank you.

00:39:35:16 - 00:39:53:05

Turning specifically to the applicant, please can you clarify whether you are, in effect, signing up to the content of the document and you're also content with the explanation in the document? Basically, what I'm trying to understand is if what is written in this document is also the applicant's position.

00:39:55:17 - 00:40:33:12

On behalf of the applicant, And not as such because it's been submitted as an intention to be to be helpful on behalf of Blenheim. But the applicant's position as far as we're concerned, in relation to the delivery of the project, is that it's not crown land for the test that we need to apply under the Planning Act, and that's section 135, where consent is required and the definition of Crown land is section 227, the Planning Act. And those tests haven't been met. So as far as the applicant is concerned, we don't consider any of the land included within projects and the order land to be crown land for that purpose.

00:40:33:17 - 00:41:07:14

And we've entered into a contractual arrangement for the main site with Blenheim. So as far as the applicant is concerned, all of the land rights that are required have been obtained through voluntary agreement for the purposes of compulsory acquisition, were then obviously seeking acquisition powers as a fallback if, in the event there's any difficulty in meeting that contractual obligation from planners perspective, coupled to acquisition powers, are there and available to the applicant to ensure the property arrangements can then be obtained compulsorily and the project can still be delivered.

00:41:07:24 - 00:41:53:01

The reason we've submitted that document, as I say, isn't so much a matter that the applicant needs to be concerned with because we are providing certainty in terms of delivery of the project from a

property position that we've we've given that certainty because we don't need to get consent from the Crown Estate and we've got compulsory powers that we would therefore we would we would get the compulsory powers that we would need to deliver the project. It was submitted to be helpful to try and supplement that, to say that in any event, irrespective of what I've just said, we are confident as Blenheim are, as the Withers note supports, that, that voluntary property agreement that's been entered into with Blenheim would allow us to deliver the projects over that land without the need to exercise compulsory acquisition powers.

00:41:53:21 - 00:42:03:13

Thank you. This is directed to Blenheim now. Paragraph six of the document. Which do you have a. Do you have access to.

00:42:06:01 - 00:42:06:27

It. Yes.

00:42:07:11 - 00:42:24:19

Yeah. Um, can can I? It's maybe a small matter, but can I just ask you whether the IACs is correct to assume that reference should have been to the CA powers in this paragraph, rather than CPO powers?

00:42:25:00 - 00:42:26:02

Yes. That's right.

00:42:26:09 - 00:42:38:07

Thank you. Just just a small point, but I'm sure you're aware of the the difference between those two. Thank you. Um, in terms moving back to the applicant in respect of paragraph six.

00:42:41:07 - 00:42:50:01

Is it your intention? I mean, I heard what you've just said. Your intention is that you could use CA powers in terms of Blenheim.

00:42:52:14 - 00:43:44:04

So Yes, on behalf of the applicant. So, yes, the powers are being sought in the DCO over the Blenheim land. The intention is not to use them because, as set out in the note, we've got a lease with Blenheim and that's that's the route that we look for across the whole site and the cable and the cable route. We'd rather enter into voluntary agreement, but then the powers are necessary as a backup to ensure deliverability in the event that that property agreement can't be delivered, for example, in a situation like this. If that was to be the case, which, as we say, it isn't, but equally, if there's, um, a failure on the behalf of one party and obviously we're working closely with Blenheim, I'm not suggesting that at all is the situation here, but a failure of a party to act in accordance with that voluntary agreement? Or if there's a there's a death and it transfers the obligation from one party to another and there's any difficulties, that's why we have acquisition powers as a backup.

00:43:44:07 - 00:44:01:00

Fine. And I understand that the document was submitted with good intentions, but paragraph six did cause Some potential confusion. Thank you. Um, moving back to the representations that Mr. Sumner has made today.

00:44:02:20 - 00:44:23:26

In order to overcome or override anything contained in the legislation referred to by Mr. Sumner, do you consider the need for any amendments to any of the CCA provisions in the DCL, including, but not limited to those relating to the extinguishment of rights or restrictive covenants, or any other provisions in the DCL.

00:44:25:15 - 00:44:28:21

On behalf of the applicant? No, we don't suggest the amendments needed.

00:44:29:00 - 00:44:37:14

In respect of section 125. Do you consider it necessary to dis apply or revoke the legislation referred to by Mr. Sumner?

00:44:39:24 - 00:44:41:29

On behalf of the applicant? No, we're not seeking that.

00:44:42:06 - 00:45:02:14

Thank you. Mr. Sumner, I'd like to turn to you now. Obviously, we are aware of the points that you have raised throughout the examination, and we've read them. And as I hope you can hear, we've taken very seriously. Is there anything else that you would like to add at this stage, other than what you have already put into the examination?

00:45:02:26 - 00:46:03:23

Uh, yes. Um, we've heard, uh, individual cases impacted by this proposed development in the context of land ownership, land rights and acquisitions. And I'd like, if I may, to continue this theme at today's hearing. Um, there is a major faultline running through this application because following the receipt of the World Heritage Site Award, Blenheim made a commitment to Unesco in 2006 and 2017 to honor the estate's heritage, to preserve its setting, recognizing, quote, there are no physical boundaries to protect the, quote, high quality environment from such developments as solar farms, and Unesco were reminded that for 300 years, management of the wider estate has, quote, acted as a means of both supporting the historic core and protecting it being under one owner.

00:46:04:08 - 00:46:38:02

But today we witnessed the overthrow of these commitments to Unesco through a third party acquisition of Blenheim Estate land. So which is it to be? The commitments made to Unesco upon receipt of a cherished World Heritage Site status, or implementing the new definition of the extent of the state of the estate, and it surrounds the new definition of the quality of land and rejecting, I quote, protecting the high quality environment from such developments as solar farms, which could detrimentally influence the character of the adjoining rural areas.

00:46:38:04 - 00:47:20:07

All of this will be achieved by handing land over to the developer. The uncomfortable truth is that the United Kingdom government is a member state of Unesco and sits on the Executive Board, thus accepting and indeed enacting Unesco agreement's rules and aims within the United Kingdom and upholding agreements between UK World Heritage Sites and Unesco. So ultimately, the state's clear

position is if they back this project as a signatory nation, they ditch Unesco and any commitment to preserving our national history and heritage and Blenheims agreement with Unesco.

00:47:20:28 - 00:47:58:21

Incidentally, I note the undertaking to protect the high quality environment. Part of the development argument is that most of the land is low quality and only fit for solar panel use, which will allow the land to rest and regain its high quality environment again, which is today's truth. Unesco high quality environment or the developers low quality land which unsurprisingly favours solar panels. But back to the problem. If the solar farm goes ahead and what I am now about to say lies at the heart of the Blenheim estate and any proposed development over the matter, particularly of land acquisition and land rights.

00:47:59:06 - 00:48:33:24

The days subject on the south face of the Column of Victory in the grounds of Blenheim Palace. We read this. The Acts of Parliament in capital, inscribed on this pillar shall stand as long as the British name and language last. So there it is, set in stone. There is no ambiguity, no debate. The intention, the continued legality and the forever enforcement of the Queen Anne Act of 1705 is clearly established.

00:48:33:26 - 00:49:06:03

And what does the act detail? It details the villages, the manors and the areas of land included in the creation of the new Blenheim Estate leased out of Crown land and all this. All this was referenced as recently as 2017 by Blenheims pledged to Unesco, and Unesco accepted the undertakings to preserve the estate and its surrounds and its ownership. I quote again, the 300 years management of the wider estate has acted as a means of both supporting the historic core and protecting it.

00:49:08:09 - 00:49:41:06

I put it to you, actually, that the 1705 act is what the British Constitution is to the United Kingdom, a foundation acknowledged in law and acted on over the centuries, establishing and guiding the governance and existence of both bodies. So I ask, how can the applicant go against all it has protected and still protects the Blenheim Estate in its current ownership from? And I remind you of the quote, such developments as solar farms.

00:49:41:21 - 00:50:12:13

Finally, if I may. Uh, we've heard about impacts on, uh, businesses, private residences and the impact that this development will, will have on, on these areas. Um, so I'd like to highlight the northern sector and the impact that this development would have on the on the northern sector, just as we've looked at businesses and private residences. The applicant's response, sorry, the applicant's response. Question 26.99. August 2025 is to affirm the applicant.

00:50:12:15 - 00:50:43:06

Quote has committed to avoiding impacts on all areas of significant archaeological remains through the design of the project. I disagree my September submission to the inspector details the extent of the Roman town at Samson's Plat in the northern sector. Blenheims own ground radar map shows more of the Roman town lies unprotected alongside field 111 and along Durnford Lane than is currently protected as a national monument.

00:50:43:17 - 00:51:13:24

And despite the developers consistently calling the Roman town at Samson's plat quote a possible small settlement with a villa, ground radar from Blenheim, satellite imagery and trenching show an extensive town on the main siren, sister to Saint Albans trade route and a day's march from Bicester Fort, meaning overnight stays for troops, chariots, weapons of war, horses and traders with their supplies. Protected archaeological sites have protection of an undisturbed setting around them.

00:51:13:26 - 00:51:54:00

And yet in field 111 we find proposed solar panels immediately surrounding a small section of the field in the top right hand section, top right hand corner where Roman buildings have been discovered. Oh, so no protected surrounds or setting here. And the plans, as I understand it, to run cabling along the Cornford lane means digging straight through a known area of the Roman town. Trial trenching has been undertaken in field 111, which has indeed discovered more of the town. I suggest trial trenching, whilst useful in a huge field, is akin to at night holding a candle in the doorway of an unlit aircraft hangar to determine its size.

00:51:54:09 - 00:52:53:02

It's a beginning. The aircraft hangar has been established now. Better investigations are required. In conclusion, I would point out historians, archaeologists, oak, Historic England and writers on the area all agree. More investigation is needed around this significant trading town area, including Hoadly House, Danford Farm and Cottage, the Oxford School of Drama, Sampson's Cottage, and Dunford Lane, also known as Drovers Road or Green Lane. The northern sector is a big area which, inconveniently for the developer, is situated around a protected historic monument and its surrounds and settings, which, it is being discovered, extend right across the sector and should be subject to its full protection, which Unesco and the government we're assured of in the 2017 Blenheim Palace World Heritage Site Revised Management Plan, protecting the surrounds of this whole monument area as more of the town is discovered, means that the northern sector, along with its cable runs, must be taken out of the developer's plans.

00:52:54:02 - 00:53:05:14

Finally, so we come full circle back to heritage land ownership and commitments made to protect the Blenheim estate from such developments as solar farms. Thank you.

00:53:06:00 - 00:53:28:14

Thank you, Mr. Sumner. Some of those, albeit very important matters, were not CA related and they will be discussed at tomorrow's issue specific hearing. So I'm not going to ask the applicant to respond on those matters just before I do turn to the applicant. Blenheim, do you have any comments on anything Mr. Sumner has said? Are you happy with the submissions that you've made to date?

00:53:30:02 - 00:53:33:28

Dominic Haire for the applicant? No, we're happy with the submissions made to date.

00:53:34:20 - 00:53:46:19

Thank you. Um, so, turning to the applicant. Have you ever said that the 1705 act has been repealed in any of your submissions?

00:53:47:28 - 00:53:50:01

So, yes, as far as far as I'm aware. No.

00:53:50:15 - 00:53:59:08

Thank you. Um, do you have any other comments to make on any of the CA land related issues that Mr. Sumner has made today?

00:53:59:19 - 00:54:02:09

The applicant nothing further today. Thank you.

00:54:02:11 - 00:54:22:24

Thank you. Are there any other APS in the room or statutory undertakers online that wish to make any further comments to anything that they haven't addressed today? Gentleman, would you like? Would you like to come forward or. I think, do we have a roving mike? I think the gentleman is just going to come forward.

00:54:25:26 - 00:54:31:03

Is it? Sorry. Is it C is it related to compulsory acquisition?

00:54:31:05 - 00:54:35:00

Very important. We heard from the gentleman.

00:54:36:01 - 00:54:37:00

That's your name?

00:54:37:02 - 00:55:08:06

David Rogers. It's a private individual. We heard from Pinsent Masons that even small, newly established companies can set up solar farms. This should be deeply worrying, because the powers of NCP process are draconian. They're the powers that used to be held by government to build motorways, ports and so on. And these are now being used by very small companies. If you look in companies House, they have a 2 or 3. They were established 2 or 3 years ago.

00:55:08:08 - 00:55:40:19

It's like giving a rookie pilot charge of a phantom jet. They have supreme powers and they're exploiting these powers. And I want to ask a very simple question about land ownership, which is a very compulsory PvP is a small company registered a billion. It is wholly owned, wholly owned by Transit Investments, which is registered in Cyprus with the sole owner of whose name you've already come across. PVD claims it's built one gigawatt of solar power across the world.

00:55:40:21 - 00:56:11:21

This is also not true. It's created projects. The biggest one in Okajima in Japan was about 480MW. It started to develop this in 2012. By 2018, it had made no progress apart from assembling the land it then sold it on with not a single solar panel erected on site. This is one of the claims they make for the one gigawatt of installed power. They haven't installed that amount. So I think you should look at their track record. Now, indeed, they may sell on to another company.

00:56:11:23 - 00:56:44:08

In fact, I think they will sell on. And this raises the question about who eventually owns the land for the solar panels, not for the acquisition of rights for the solar panel. So we're told that, for example, the rental from the solar farm will go to Blenheim for the next 40 odd years. But, um, The various documents we've seen are very equivocal about this, because in other places it looks as if the land will be acquired freehold by the developers, it will be bought and the freehold will pass to the developers.

00:56:45:14 - 00:57:16:20

And if that's the case, of course the land will probably never revert to agriculture. So the promises were made that after 42 years everything would be pulled up. And then to go back to agriculture, it won't it'll be developed land. So we're told that an applicant need not indicate the funding that will be required. There's no obligation for an indication of funding. My worry here is that there's no indication of funding. There's also no indication of the condition for that funding being made.

00:57:16:24 - 00:57:47:14

And in the case of Botley West, we're talking about in excess of £800 million, which have to be provided by private investors interested in the development of soil energy. Can I give you just one example? Cleve Hill. It's the only ship solo which is now operational just on the north north Kent borders. The condition of funding of Cleve Hill by the three funders, Lloyds Bank, Santander in Queen Brook, was that the land would be owned freehold by the developers.

00:57:47:16 - 00:58:21:13

The ownership of the land passes into the developers. They would not fund it on a leasehold basis. So can we establish, please the ownership of Blenheim land? Will it pass to the developers, or will it be held by Blenheim and the lease rental income will provide rental income for Blenheim for the next 40 years. If it's owned by the developers, there will be no lease income. Is my understanding of it? It's not clear from all the documents I've read where the ownership of the land will lie, and if it goes to the developers, it's lost forever to agriculture.

00:58:21:21 - 00:58:28:03

1400 hectares of Oxford land lost forever to agriculture. Thank you.

00:58:28:20 - 00:58:31:17

Thank you. Could I ask the applicant to respond, please?

00:58:32:14 - 00:59:04:07

Toby, it's on behalf of the applicant. Yeah. Just to clarify, I think where the confusion may be coming from there is that the draft development consent order includes powers of acquisition of the freehold title across the main site, where you have infrastructure such as the solar arrays, substations, etc. but voluntary property agreements have been entered into each of those main sites. So the way in which the property position will work is that it'll be pursuant to the lease arrangements, as we discussed earlier, as a fallback.

00:59:04:09 - 00:59:36:19

The powers for compulsory acquisition of the freehold interest is sought, but all going well in accordance with the agreed lease arrangements won't have to be exercised. The reason in which we seek permanent acquisition of the freehold is because you can't compulsorily acquire a leasehold interest, so the next level down would be to compulsorily acquire rights, which wouldn't be sufficient to deliver the infrastructure, which is why you have to seek the permanent freehold. And that's the land that's shown pink on the land plans. So hopefully that explains the distinction there.

00:59:36:21 - 00:59:46:23

The way in which the project will be delivered across the main site, which is the only areas where we're seeking the freehold acquisition as a fallback, will be pursuant to the lease arrangements that are already in place.

00:59:47:06 - 00:59:49:19

Thank you. Just just that.

00:59:51:05 - 00:59:52:11

No, but thank you.

00:59:52:25 - 01:00:08:13

Thank you very much. If there are no other questions or queries we have. I'm. Thank you all very much for your input into the items we've discussed today. And I will hand over to Mrs. Metcalfe to deal with the next agenda item.

01:00:11:18 - 01:00:12:23

Thank you. Um.

01:00:13:01 - 01:00:13:19

Excuse me.

01:00:14:09 - 01:00:46:17

Item four is just a run through of the action points that have been taken. I've got five action points noted. Um, four for the applicant and one for Oxford. Um, so agenda item. So action point number one. Agenda item three a um, please provide an update on the consultations undertaken with Mr. Dryden regarding his freehold interests and the impact upon a secondary access to this land. Plus, whether the proposed 33 volt kilovolt cables are to be rerouted.

01:00:47:16 - 01:01:21:24

And that's for the applicant at deadline six second action point agenda item three a reduction of the status of negotiation documents. And please see rep 7063 if the Portishead branch line DCO for an example layout. And that's for the applicant at deadline six action point three agenda items three c please provide a breakdown on a category by category basis of the £69 million funds set aside for AP compensation payments.

01:01:22:11 - 01:01:24:22

And that's the applicant. Deadline six.

01:01:26:26 - 01:02:00:24

Action point four is agenda item three. See, um, Oxfordshire City Council, please respond to the questions that were asked. Um, sorry. Yes, of course, Oxford County Council. Uh, deadline six. Um. Action point five. Agenda item three C um, the applicant to explain how the reduction on impact of use of the 17.6 hectares of permanently acquired land for the benefit of wintering and breeding birds and doubling as being was concluded.

01:02:00:28 - 01:02:06:00

And that's also for deadline six. That's all the action points I have. Thank you.

01:02:07:18 - 01:02:43:21

Thank you very much. Um, there are no other items that we wish to raise in this particular forum. We've heard a lot of information, so thank you very much, everyone for your contributions. Before we bring the hearing to a close, just two reminders. Obviously we've got issues specific hearing two tomorrow here starting at 9:30. And the other reminder that I'll give our mind where are finishing now. There's still half a day to play if you like. This afternoon, the applicants in the room, the IPS, IPS who've raised issues are in the room.

01:02:43:23 - 01:03:13:24

Please take advantage of this opportunity to talk to each other. Um, it's very concerning that I hear about endeavours to contact people. And yet here we are with a month left or so of the examination of that contact, for whatever reason, has not been as thorough or as effective as it should be. So please take advantage of this time to speak together and narrow the issues down as far as possible. That being said, thank you everyone. We will see you tomorrow morning for issue specific hearing. Two. This hearing is now closed.

01:03:13:26 - 01:03:14:18

Thank you.