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Our ref: EN010158

24 August 2026

Attn: [REDACTED]
By email: rosefieldsolar@planninginspectorate.gov.uk

Dear Examining Authority

Our clients: Preston Farms Limited (“PFL”) and TCS Biosciences Limited (“TCS”)
Re: REP7-023 - Applicant’s D7 response to PFL/TCS D6 Submission

1. On behalf of PFL and TCS, we offer these brief observations on **REP7-023** (document EN010158/APP/8.47), the Applicant’s Deadline 7 (final deadline) response to PFL/TCS’ Deadline 6 submissions/evidence **REP6-108**, in the belief they will be of assistance to the ExA.
2. We are conscious the ExA has not invited further submissions, and accordingly PFL/TCS are very selective in what they address. Otherwise, they stand by their submissions and evidence to date. Similarly, PFL/TCS do not comment on the Applicant’s Deadline 7 submissions generally, only **REP7-023**.
3. Paragraph references are to **REP7-023** unless otherwise stated.

Reasonable alternatives and the option agreements

4. The Applicant refuses to disclose the option agreements, despite PFL/TCS’ requests, whilst rather transparently seeking to anticipate and shore up its position in the event it is forced to do so (as the ExA has now required, see paragraph 8 below). The Applicant seeks to recast what it has previously represented to the ExA regarding the redline shown by the Wintering Birds and Bat Survey drawings and what Mr James Preston was told in 2022, namely a much smaller “parcel 3” (and it also seeks to reshape PFL/TCS’ own submissions here). Contrary to what the Applicant now claims at (paragraph) 2.2.4, the Applicant’s case at ISH1 and since was that what Mr Preston was told, and the redline shown, was simply an ‘early survey area’, nothing more, and certainly never a contractual option. See ISH1 transcript **EC7-003** at p.33 onwards (starting with Ms Sarah Price for the Applicant), and see even the Applicant’s own summary of ISH1 **REP3-049** at pp.17-19. See more recently the Applicant’s 7.13 in the SoCG, where the Applicant went so far as to suggest Mr Preston had ‘misunderstood’: *‘It is likely that a misunderstanding has arisen from a historic ecology survey which did not include Field E23, potentially due to survey access restrictions at the time.’*
5. The Applicant now carefully seeks to reshape matters, shifting from the claim it was only a ‘survey area’ to focus on e.g. such as *‘it formed part of the iterative process of defining the red line boundary which was ultimately taken forward’*.

6. As regards the Applicant's (mis)characterisation of PFL/TCS' case here, plainly the redline shown was not "fixed", as the applied-for scheme is different, but that is not the point: the point is, if it was a contractual option, which would be consistent with what was described to Mr Preston in March 2022, then it was plainly a reasonable alternative considered, and its consideration had to be described in the ES and explained generally.
7. As part of the Applicant's re-shaping, at 2.2.4 it also states '*It is standard practice in such largescale projects as the Proposed Development for the extent of land to be refined over time, where it is often necessary – as was the case here – to identify and include additional land to maximise the generating capacity of the Proposed Development and meet its objectives.*' As discussed previously, the stated objectives for the project would clearly be met with the smaller parcel 3. But also, if additional land was identified and added, then it should have been subject to the mitigation hierarchy and consideration of reasonable alternatives in that light, rather than land being added in the heart of the Prestons Holding when the Applicant was plainly already aware of the operations' sensitivity.
8. The ExA has now required the Applicant to disclose the option agreements, all of them, under reg 17, so the ExA should soon be in a position to consider the option agreements, as should PFL/TCS. After the ExA's reg 17 request was published, PFL/TCS once more repeated its request of the Applicant that it provide the option agreements by midnight 21 August 2026, in order that PFL/TCS might consider and comment on them before close of the examination. No response has been received.

Granborough Road construction access

9. The Pell Frischmann transport report claims it is due to TCS that the Granborough Road junction was originally proposed where it was and that TCS have been unwilling to engage and inconsistent: see Pell Frischmann report 2.1, final paragraph, and Appendix 1, which contains a map the authors say was marked up by TCS. This is not accepted, and plainly makes no sense. There is no explanation of where the marked map came from, who is said to have marked it and in what capacity. PFL/TCS have asked, and it is not a map that anyone currently working at PFL/TCS recognises. Who of TCS is said to have marked the map? It has 'Zion' written on it: no-one with any authority to speak for TCS, let alone PFL, would write Sion Hill Farm as 'Zion'. It is riddled with inconsistency with the approach that PFL/TCS have taken all along to the Proposals. The ExA is respectfully referred again to the PFL/TCS Deadline 3 submission, **REP3-067**, Appendix B – Timeline of Engagement – and in particular the 16 October 2024 entry. No weight should be placed on the marked map or the claims made about it.
10. Away from that specific point, the Pell Frischmann report continues to highlight safety concerns over the Vicarage Road junction in Winslow as justifying Granborough Road construction access on that basis, yet it rules out use of a banksman at that junction. Why? A small expense for this project. There is also nothing but vague assertion as to why a Granborough Road access could not be moved more than 50m east: a claim is made regarding 'order limits' but the Applicant's construction access route is not shown against the order limits.

Granborough Road operational access

11. The Applicant now states that operational HGV access will be revisited with Buckinghamshire Council (2.4.4). This is welcome.

12. If, as PFL/TCS hope, operational HGV access from the north (rather than the Granborough Road) is approved, that will mean no operational access from the Granborough Road, and it is important that any track across the Prestons Holding required solely for the Granborough Road construction route should be temporary only and removed, together with associated fencing, following construction, with no continuing operational access right retained.

E23

13. The Applicant refuses to give this up for solar PV, but states it has accepted the PFL/TCS 'capsule' design (2.4.14 final bullet, 2.5.3). The 'capsule' design was, and is, without prejudice to the PFL/TCS case that field E23 should not be for solar PV at all, in which event they expect it would be included in a long term FBT tenancy. The Applicant says the acceptance of the capsule design reduces capacity from 15MW to 7.5MW, a further 2.5MW reduction beyond the reduction brought by the "arc" design (2.6.4.1). However, this is in circumstances where the Applicant had previously stated that any further reduction in capacity for E23, beyond the "arc" reduction, would render that field "unviable" for solar PV (PFL/TCS drew attention to this at e.g. Deadline 5, see para 110 of their main Deadline 5 submissions **REP5-111**). The Applicant has now further reduced the capacity of E23. So why on earth is the Applicant desperately holding on to E23 for solar PV, when it had said that such a reduction would render it unviable? The Applicant itself now confirms at 2.1.3 that its option does not oblige it to take all of the option land and it can choose which parts to exercise over.

Tenancy position

14. PFL has worked collaboratively with the Claydon Estate over many years and continues to do so. Whilst PFL disagrees with a number of the characterisations in Mr Mason's Deadline 7 letter Appendix 4 **REP7-023**, PFL agrees with Mr Mason that it is unlikely to assist the ExA to provide a line-by-line critique, and so PFL makes no further comment on those matters. One chronology point is nevertheless important. Although the Heads of Terms were signed and the Notice to Quit served in September 2025, the first drafts of the relevant Sion Hill FBTs were not provided until May 2026. PFL is still not in receipt of the complete suite of documentation required to enter the final arrangements and has therefore not been prepared to give a blanket agreement in principle before those documents have been provided and properly considered. PFL nevertheless continues to work constructively with the Estate towards the successful conclusion of the new tenancy arrangements before 30 September 2026.

Conclusion

15. We, for PFL/TCS, respectfully ask the ExA to accept this correspondence, which is sent with the intention of assisting the ExA. Critically, PFL/TCS maintain and stand by their submissions to date, including their Deadline 6 submissions **REP6-108**.

Yours faithfully,



RICHARD BUXTON SOLICITORS