

25 March 2026
Our Ref: DD/DD/430129
App Ref: EN010162
Email: [REDACTED]@bbslaw.co.uk

FAO: The Examining Authority
Planning Inspectorate
c/o QUADIENT
69 Buckingham Avenue
Slough
SL1 4PN

BY E-PORTAL

Dear Sir / Madam

OUR CLIENTS: MR RICHARD GILL, MRS LISA GILL & DRONE DEFENCE SERVICES LTD DEADLINE 4 – RESPONSE TO EXQ2

We continue to act for our clients, Mr Richard Gill, Mrs Lisa Gill and Drone Defence Services Limited (“DDS”), Interested Parties in this Examination.

Please find enclosed our clients’ submissions for Deadline 4 including:

1. Transfer dated 30 September 1998;
2. Licence to Occupy dated 1 May 2023 (redacted); and
3. Drone Defence Services response to Examiners Questions dated 24 March 2025.

Purpose of redactions

Redactions have been kept to the minimum necessary and are limited to:

1. Personal data including names, signatures, direct contact details and any other information relating to identifiable individuals, redacted in accordance with the UK GDPR and the Planning Inspectorate’s Advice Note 7 on redaction of sensitive information.
2. Commercially sensitive, security-related information and/or operationally sensitive information.

The enclosed documents reflect the legal relationship between the parties and the basis upon which Drone Defence Services Ltd occupies the site.

Nature of occupation

London Office: 80 Coleman Street, London EC2R 5BJ T: 0204 505 8080
Manchester Office: First Floor, The Edge, Clowes Street, Manchester M3 5NA T: 0161 832 2500
Finchley Office: 2nd Floor, Winston House, 2 Dollis Park, London, N3 1HR T: 0208 349 0321
mail@bbslaw.co.uk | www.bbslaw.co.uk | Fax: 0161 834 4826

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This note is provided to clarify the basis of Drone Defence Services Ltd (“DDS”) occupation, its planning position, and its direct interest in the matters under examination.

DDS’ occupies and uses Caunton Lodge Farm, Caunton, Newark, Nottinghamshire, NG23 6AX (“CLF”) pursuant to a Licence to Occupy granted by the freehold owners, Mr and Mrs Gill.

The licence permits DDS to install, operate and maintain equipment and to undertake research, development and testing activities at the CLF.

The rights benefiting CLF derived from the Transfer dated 30 September 1998 (“the Transfer”) expressly benefit, “the owners and occupiers for the time being” of CLF. DDS, as an occupier, therefore, benefit from the exercise of those rights in connection with its use of CLF.

The existence of a licence rather than a lease does not alter the factual position that DDS occupies and uses the property and that its activities are directly affected by the proposed development, including the proposed interference with those rights.

In respect of planning status, DDS’ position is that its activities fall within the existing lawful use of CLF and separate planning permission is not required. We can confirm that no enforcement action has been taken in respect of use.

For completeness, if it were determined that planning permission were required, such permission could be sought in the ordinary way. No such application has been made during the examination process.

DDS is not currently identified within the Book of Reference in respect of Plots 15/16, 15/17 and 16/1, notwithstanding that the draft DCO proposes to extinguish or override rights from which DDS, as occupier, derives benefit.

Feasibility of drone testing activities post development

In responding to the Examining Authority’s question as to whether any other drone testing activities would be feasible from the property, our clients have sought to provide as much clarity as is presently possible. However, it is important to emphasise that identifying specific “feasible” activities at this stage is necessarily constrained by the fact that the full operational effects of the proposed development cannot yet be known.

The testing undertaken by DDS is highly sensitive to localised factors including:

1. Electromagnetic conditions;
2. Radar propagation behaviour;
3. Background interference levels;
4. Obstacle distribution; and
5. The continuity of available operational and contingency airspace.

All the above factors would be fundamentally altered by the construction and operation of the proposed solar infrastructure. As the environmental conditions cannot be modelled with complete certainty in advance, any description of testing that might remain feasible can only be indicative. Therefore, the clients’ submissions represent the best technical assessment currently achievable, but they should not be interpreted as a definitive catalogue of activities that could be carried out following development, nor as an acceptance that meaningful testing would in fact remain practicable.

Next steps

The above note and documents enclosed herewith should be read together with our clients' previous submissions.

Our clients remain fully engaged with the Examination and are available to provide any further clarification the Examining Authority may require.

No additional representations are made by way of this covering letter.

Yours faithfully,

BBS LAW

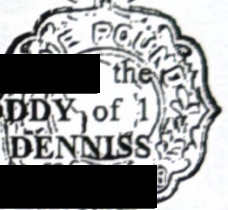
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H M LAND REGISTRY

Land Registration Acts 1925 to 1986
(Rule 72)

COUNTY AND DISTRICT : NOTTINGHAMSHIRE - NEWARK &
SHERWOOD
TITLE NUMBER :
PROPERTY : CAUNTON LODGE FARM
DATED : 30th September 1998



1. In consideration of [REDACTED] the receipt whereof is hereby acknowledged **CATHERINE LESLEY BODDY** of [REDACTED] and **DENNISS MATTHEWS** of [REDACTED] (hereinafter called "the Vendors") transfer to **JOHN ANTHONY LITTLEWOOD, MARGARET ELIZABETH LITTLEWOOD, PETER JAMES LITTLEWOOD, PAMELA LITTLEWOOD** and trading in partnership together with others as **H E LITTLEWOOD & SONS** of Grange Farm, [REDACTED] (hereinafter called "the Purchasers") the property (hereinafter called "the Property") described in the Schedule hereto being part of the land comprised in a Conveyance dated 21 day of January 1972 and made between John Arthur Boddy of the first part, John Maurice Boddy of the second part and the said John Arthur Boddy and John Maurice Boddy of the third part (hereinafter referred to as the "1972 Conveyance")
2. This transfer is made with Limited Title Guarantee
3. For the purposes of Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in Registers opened to public inspection are to be considered within the actual knowledge of the Purchasers
4. The Purchasers declare that the survivor of them can not give a valid receipt for capital monies arising upon a disposition of the property
5. The Vendor hereby acknowledges the right of the Purchasers to the production of the documents referred to in the Second Schedule hereto and to delivery of copies thereof



NT332979



SEQ173

Photo
copy

6. **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds **TWO HUNDRED AND FIFTY THOUSAND POUNDS**

THE SCHEDULE before referred to

All that freehold property being part of land known as Hill House Farm, Caunton extending to seventy six point two noughts acres or thereabouts shown edged red on the plan annexed hereto **TOGETHER WITH** the following rights:-

- (a) The right with or without vehicles and for all purposes to pass and re-pass over the roadway marked with a black dotted line on the plan (of no lesser width than the current width) in common with the Vendors the owners and occupiers of the properties edged blue and green on the plan and all persons authorised by the Vendors and such owners subject to payment of a fair proportion of the cost incurred in maintaining and repairing the land used in common
- (b) The right with or without vehicles and for all purposes to pass and re-pass over the roadway along the northern boundaries of the land edged orange in common with the Vendors the owners and occupiers of the land edged orange and all persons authorised by the Vendors and such owners subject to payment of a fair proportion of the cost incurred in maintaining and repairing the land used in common

BUT SUBJECT TO the following:-

- (a) All matters contained or referred to in the 1972 Conveyance in so far as the same still exist and affect the Property
- (b) The right for the owners and occupiers for the time being of the land hatched blue on the Plan (hereafter referred to as "Lot 4") with or without vehicles and for all purposes to pass and re-pass over the roadway marked with a black dotted line on the plan (of no lesser width than the current width) insofar as that roadway is within the Property in common with the Vendors and all persons authorised by the Vendors subject to payment of a fair proportion of the cost incurred in maintaining and repairing the land used in common
- (c) The right for the owners and occupiers for the time being of lot 4 to the free passage and running of water, soil, gas, electricity and other services through the drains, channels, sewer pipes, wires, cables, water courses, gutters and other conducting media including ancillary and connected equipment and construction works (hereinafter referred to as "Service Installations") now or at any time within the Perpetuity Period laid or constructed on, under or through or which belong to the property and which serve lot 4 subject to payment of a fair proportion of the cost incurred in cleaning, maintaining, repairing and renewing those used in common. For the purposes of this Transfer the Perpetuity Period shall mean the period of 80 years from 13 March 1998 being the perpetuity period for the purposes of the Perpetuities and Accumulations Act 1964

- (d) The right for the owners and occupiers for the time being of lot 4 at any time within the Perpetuity Period to enter after giving reasonable notice upon the Property to lay or construct Service Installations on, under or through the Property or to make connection to Service Installations now or within the Perpetuity Period laid or constructed on, under or through or which belong to the Property causing as little damage as possible and making good to the reasonable satisfaction of the Purchaser any damaged caused
- (e) The right for the owners and occupiers of the land hatched green on the Plan from time to time and their servants and guests on reasonable notice to enter and remain upon the Property for the purpose of shooting game birds flying from that land and for the purpose of retrieving game falling on the Property whether shot within the land edged blue or hatched green on the Plan or pursuant to this right of entry
- (f) The right for the owners and occupiers for the time being of lot 4 with or without vehicles and for all purposes to pass and re-pass over the roadway along the northern boundary of the Property (of no lesser width than the current width) insofar as that roadway is within the Property in common with the Vendors the owners and occupiers of the Property and all persons authorised by the Vendors and such owners subject to payment of a fair proportion of the cost incurred in maintaining and repairing the land used in common

SECOND SCHEDULE

DATE	DOCUMENT	PARTIES
1.12.1952	CONVEYANCE	CHURCH COMMISSIONERS FOR ENGLAND (1) JOHN ARTHUR BODDY (2)
21.1.1972	CONVEYANCE	JOHN ARTHUR BODDY (1) JOHN MAURICE BODDY (2) JOHN ARTHUR BODDY and JOHN MAURICE BODDY (3)
26.4.1989	PROBATE OF JOHN MAURICE BODDY	
14.9.1992	DEED OF APPOINTMENT by	CATHERINE LESLEY BODDY and DENNISS MATTHEWS
1.7.1997	CONVEYANCE	CATHERINE LESLEY BODDY and DENNISS MATTHEWS (1) CATHERINE LESLEY BODDY and DENNISS MATTHEWS (2)

1.7.98 LEGAL MORTGAGE

CATHERINE LESLEY BODY and
DENNISS MATHEWS (1)
NATIONAL WESTMINSTER BANK
PLC (2)

1.7.1997 LEGAL MORTGAGE

CATHERINE LESLEY BODDY and
DENNISS MATTHEWS (1)
PETER BLATHERWICK and
MARY BODDY (2)

SIGNED as a Deed by the said
CATHERINE LESLEY BODDY
in the presence of:-

CLB
x [Redacted] x

Witness Signature [Redacted]

Witness Name J M SMAR

Witness Address [Redacted]
.....
.....

Witness Occupation SECRETARY

SIGNED as a Deed by the said
DENNISS MATTHEWS
in the presence of:-

DM
[Redacted]

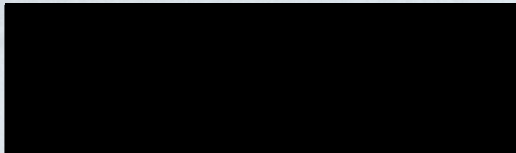
Witness Signature [Redacted]

Witness Name SYLVIA ANN COOK

Witness Address [Redacted]
[Redacted]
[Redacted]


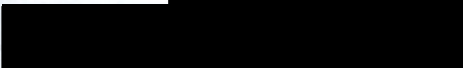
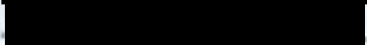
Witness Occupation SECRETARY

SIGNED as a Deed by the said
JOHN ANTHONY LITTLEWOOD
in the presence of:-



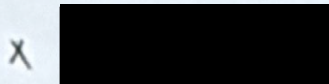
Witness Signature.....

Witness Name.. MARGARET BLORE

Witness Address 




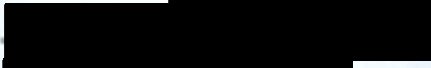
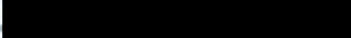
Witness Occupation... TEACHER.....

SIGNED as a Deed by the said
MARGARET ELIZABETH LITTLEWOOD
in the presence of:-



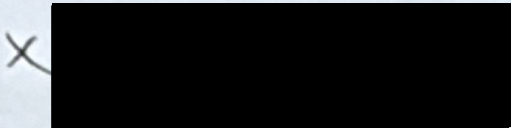
Witness Signature.....


Witness Name.. MARGARET BLORE

Witness Address 




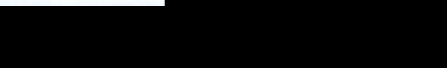
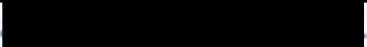
Witness Occupation... TEACHER.....

SIGNED as a Deed by the said
PETER JAMES LITTLEWOOD
in the presence of:-



Witness Signature.....

Witness Name.. MARGARET BLORE

Witness Address 



Witness Occupation... TEACHER.....

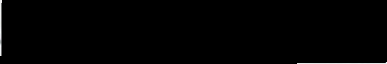
SIGNED as a Deed by the said
PAMELA LITTLEWOOD
in the presence of:-

x



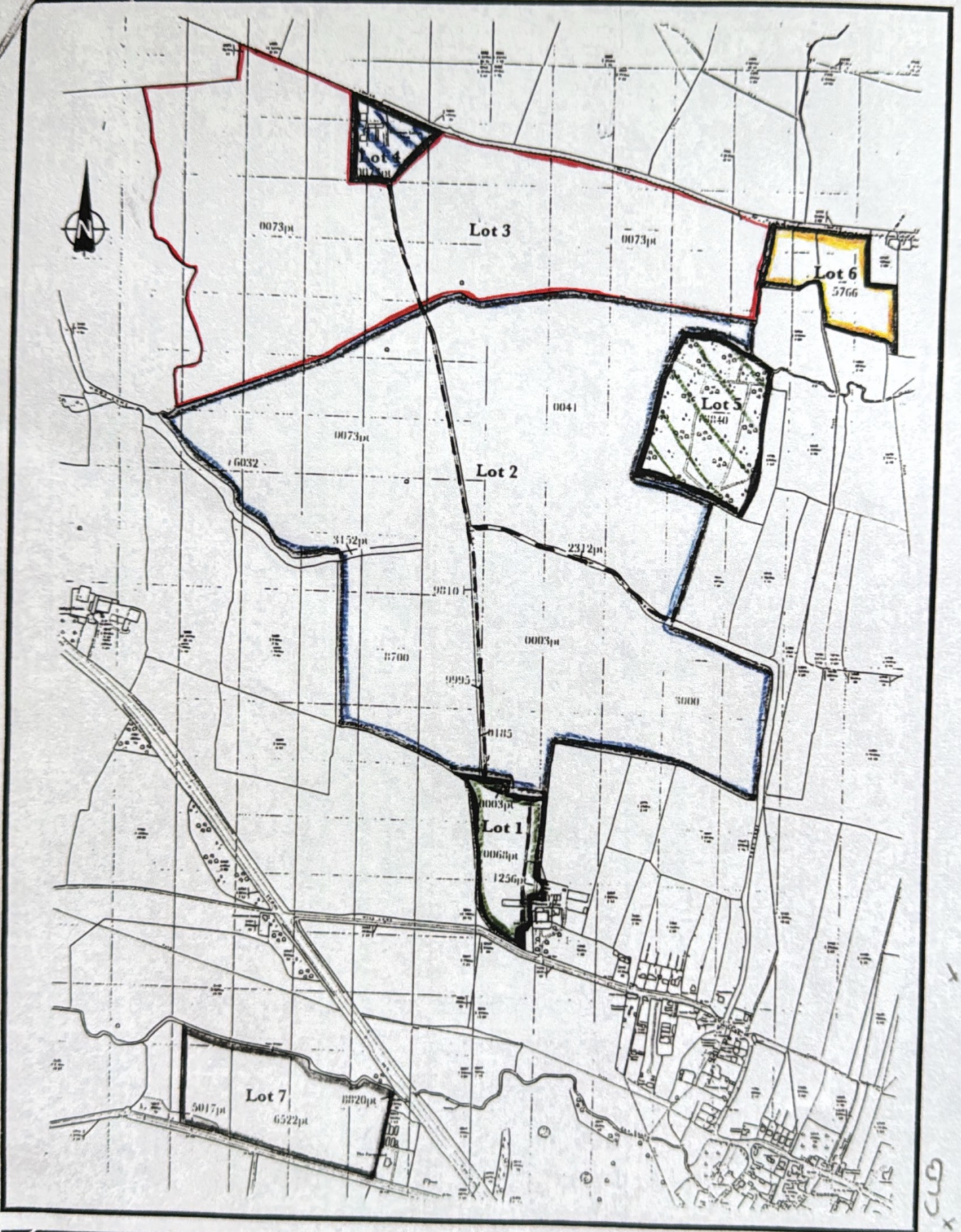
Witness Signature..........

Witness Name... MARGARET... BLORE

Witness Address 




Witness
Occupation... TEACHER



CLD
x 0m
x



LICENCE TO OCCUPY

Date: 1 May 2023

PARTIES

1. [REDACTED] and [REDACTED] of Caunton Lodge Farm, Caunton, Newark, Nottinghamshire, NG23 6AX (“the Licensors”), [REDACTED] Property; and
2. Drone Defence Services Ltd (Company No. 10886588) of Drone Innovation Centre, West Carr Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7GY (“the Licensee”), a company engaged in research, development, and related activities.

RECITALS

(A) The Licensors [REDACTED] of the property known as Caunton Lodge Farm, Caunton, Newark, Nottinghamshire, NG23 6AX (the “Property”).

(B) The Licensee [REDACTED] has occupied part of the Property since 1 May 2023, when the Licensors moved in, for the purposes of its business operations, including research, development, testing, and the use of equipment, as supported by operational records.

(C) The Licensor Richard Gill, as Managing Director of the Licensee, works from home on the Property, conducts testing, and hosts the Licensee’s equipment, integrating the Licensee’s activities with the use of the Property.

(D) The Licensors are willing to grant the Licensee a licence to occupy and use the Property for its business purposes, subject to the terms and conditions set out below.

1. DEFINITIONS

- “Property” means Caunton Lodge Farm, Caunton, Newark, Nottinghamshire, NG23 6AX, including all land, buildings, and curtilage.
- [REDACTED]
- “Permitted Use” means the conduct of the Licensee’s normal business activities, including research and development, testing, installation and operation of equipment and infrastructure, and associated administrative functions, subject always to the prior written consent of the Licensors.
- “Term” means the period during which this Licence remains in effect as defined in Clause 3.

2. GRANT OF LICENCE

2.1 The Licensors hereby grant to the Licensee a personal, non-exclusive licence to occupy and use the Property for the Permitted Use, subject to the terms and conditions of this Licence.

2.2 This Licence does not confer exclusive possession on the Licensee and is not intended to create a tenancy or any other legal estate in the Property.

3. TERM

This Licence commences on 1 May 2023 and shall continue unless terminated in accordance with Clause 11.

[REDACTED]

[REDACTED]

[REDACTED]

5. LICENSEE'S RIGHTS AND ACTIVITIES

5.1 The Licensee may bring onto the Property such plant, equipment, and materials as are reasonably required for the Permitted Use, including those currently owned and operated by the Licensee.

5.2 The Licensee may install, operate, maintain, and remove equipment and infrastructure on the Property for the Permitted Use, provided that: (a) such activities are conducted with the prior written consent of the Licensors, which shall not be unreasonably withheld or delayed; (b) all works are carried out in a safe, professional, and workmanlike manner, in compliance with all applicable laws and regulations, and with minimal disruption to the Property; (c) any damage caused during the Permitted Use shall be made good to the Licensors' reasonable satisfaction upon completion or termination.

5.3 On termination of this Licence, the Licensee shall remove its equipment and infrastructure and reinstate any affected areas of the Property to the Licensors' reasonable satisfaction.

6. LICENSORS' RIGHTS

6.1 The Licensors retain ultimate control and possession of the Property.

6.2 The Licensors may enter any part of the Property at reasonable times, on reasonable notice (except in emergencies), for inspection or other lawful purposes.

6.3 The Licensors may withhold consent to any proposed activity under Clause 5.2 if, in their reasonable opinion, it poses a safety hazard, is unlawful, or materially affects the Property's value or amenity.

7. LICENSEE'S OBLIGATIONS

The Licensee shall:

(a) comply with all applicable laws, regulations, and planning requirements; (b) maintain adequate insurance covering its activities, equipment, and personnel; (c) keep occupied areas clean, safe, and in good repair; (d) indemnify the Licensors against all claims, losses, costs, and liabilities arising from its use of the Property, except where caused by the Licensors' negligence; (e) ensure all personnel and contractors adhere to health and safety standards.

8. HEALTH AND SAFETY

The Licensee shall implement and maintain a health and safety policy for all activities on the Property, providing the Licensors with access to relevant records upon reasonable request.

9. NO TENANCY

This Licence is personal to the Licensee, creates no legal estate in the Property, and confers no security of tenure under the Landlord and Tenant Act 1954.

10. ASSIGNMENT

The Licensee may not assign or sub-licence this Licence without the prior written consent of the Licensors.

11. NOTICES

Notices under this Licence shall be in writing and delivered by hand, first class post, or email to the addresses specified above or as most recently notified by each party.

12. DISPUTE RESOLUTION

12.1 The parties shall use their best endeavours to resolve any dispute arising out of this Licence through negotiation in good faith within 30 days.

12.2 If unresolved, the dispute shall be referred to mediation under a mutually agreed procedure, with costs shared equally unless otherwise determined.

12.3 If mediation fails, the courts of England and Wales shall have exclusive jurisdiction.

13. TERMINATION

13.1 Either party may terminate this Licence by giving not less than one month's written notice to the other.

13.2 The Licensors may terminate this Licence immediately by written notice if the Licensee: (a) commits a material breach of this Licence and fails to remedy it within 14 days of notice; or (b) ceases to trade, becomes insolvent, or enters into administration or liquidation.

14. GOVERNING LAW

This Licence and any dispute arising out of it shall be governed by and construed in accordance with the laws of England and Wales.

SIGNED by the Parties on the date first above written:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted] (Licensor)

[Redacted] (Licensor)

Signed for and on behalf of Drone Defence Services Ltd

[Redacted]

[Redacted] (Managing Director)

DEADLINE 4 SUBMISSION

Response to the Examining Authority's Question:

With note to the constraints and requirements that you have set out concerning the testing of drone defence systems, and the effects that the proposed development would have on current testing, can you confirm if any other drone testing activities would be feasible from your property?

1. Direct Response to the Examining Authority's Question

1.1 In direct response to the Examining Authority's question, some limited drone activity could still physically take place from Caunton Lodge Farm if the proposed development were to proceed as currently designed. For example, short-range and tightly constrained flights within the residual airspace to the north and east of the property may remain physically possible.

1.2 However, such activity would be materially different in character, scale and utility from the testing currently undertaken by Drone Defence Services Ltd. It would not provide a suitable environment for developmental flying, manoeuvre expansion, contingency and failure-mode testing, regulatory evidence-building, or validation of communications, navigation and surveillance systems. Accordingly, while some residual activity may remain possible in a narrow physical sense, no meaningful or operationally relevant drone testing activities would remain feasible from the property. The proposed development would therefore render the site unsuitable for its present function and necessitate relocation of the testing capability.

2. Role of CLF as a CNS Testing and Validation Environment

2.1 Caunton Lodge Farm functions as an integrated operational, developmental and validation environment for communications, navigation and surveillance systems, specifically those designed to detect and characterise non-cooperative aerial threats. This function aligns directly with National Policy Statement EN-1 section 5.5, and in particular paragraph 5.5.26, which recognises that surveillance methods relying solely on cooperative technologies such as ADS-B or secondary surveillance radar are insufficient to address non-conspicuous aircraft and associated security risks.

2.2 The systems deployed and tested by DDS at CLF utilise layered detection architectures combining radar, radio-frequency sensing and data fusion. These systems depend upon stable electromagnetic conditions, predictable radar propagation environments, consistent line-of-sight

geometry and low levels of environmental clutter. They also require a controlled ground-risk environment to enable repeatable and defensible testing.

2.3 The site currently provides a continuous operational flight volume of approximately 500 metres radius centred on the property. This volume enables both the calibration and validation of CNS systems and the accumulation of long-term baseline environmental data. The value of the site lies in the continuity and stability of these conditions, which allow iterative system development and regulatory evidence-building under the Civil Aviation Authority's risk-based framework.

2.4 Caunton Lodge Farm also operates as a licensed testing environment for radio-frequency and radar systems. DDS holds an experimental licence issued by Ofcom for the operation and testing of radar and associated sensing technologies at the site. Such licences are granted for defined technical purposes and require demonstration of appropriate control over the operating environment, including consideration of interference, spectrum use and site suitability. The existence of this licence reflects the controlled and technically appropriate nature of the location for CNS development activities. It also enables lawful testing of systems that would not be capable of being operated or validated in unlicensed environments. The establishment of a licensed test environment, combined with the accumulation of site-specific baseline data over time, reinforces the importance of CLF as a specialised and non-fungible location for the development and validation of surveillance systems.

3. Effect of the Proposed Development on CNS Functionality

3.1 The proposed development introduces infrastructure that would fundamentally alter the communications, navigation and surveillance environment at Caunton Lodge Farm. Solar panel arrays represent large, regularly spaced reflective surfaces that introduce radar clutter and multipath propagation effects. Radar signals interacting with such arrays produce complex reflections and scattering, reducing the reliability of target detection and classification and altering the baseline characteristics of the surveillance environment.

3.2 In addition to these reflective effects, the development introduces inverters, transformers, switching equipment and extensive cabling infrastructure. These systems have the potential to generate electromagnetic emissions and electrical noise within the radio-frequency environment. While such emissions may fall within general regulatory limits, they nonetheless introduce

additional background interference that can affect sensitive RF detection systems used in counter-UAS applications.

3.3 The physical structure of the development also introduces line-of-sight obstructions that alter the geometry of sensor coverage. The combined effects of obstacle density, reflective surfaces, electromagnetic emissions and altered propagation conditions would materially degrade the stability, predictability and repeatability of the CNS environment currently established at CLF.

3.4 Taken together, these effects would prevent the continued collection of comparable baseline data and undermine the integrity of ongoing validation programmes. In practical terms, the proposed development would sterilise the CNS testing environment at the property.

4. Reduction in Usable Operational Airspace

4.1 The proposed development also significantly reduces the operational airspace available for testing. The existing operational envelope consists of a continuous circular area of approximately 500 metres radius, corresponding to an airspace footprint of approximately 785,000 square metres. Within this envelope, safe developmental testing requires both a manoeuvre volume and an associated contingency volume capable of accommodating system failures, including loss of propulsion, navigation failure or loss of command link.

4.2 The introduction of Solar Block W18.3 to the south and Solar Block W18.1 to the west converts substantial portions of the existing envelope into obstacle-dense environments that cannot safely serve as contingency landing areas. The presence of rigid panel structures, mounting systems and electrical infrastructure significantly increases the consequences of system failure. As a result, overflight of these areas becomes unsuitable for many categories of developmental testing, as safe descent and recovery cannot be assured.

4.3 The proposed permissive route to the west introduces a further constraint by creating a corridor of unpredictable public presence. Individuals using this route constitute uninvolved persons under the CAA's operational framework. Their presence requires separation from both operational and contingency volumes and introduces a dynamic exclusion zone that cannot be reliably controlled or scheduled around.

4.4 When these constraints are applied to the existing circular flight envelope, the remaining usable airspace is reduced to a fragmented and irregular area primarily located to the north and east of the property. The resulting reduction of approximately 72% of usable airspace reflects the proportion of the original operational volume that can no longer safely support manoeuvre and contingency requirements under the CAA's risk-based framework. The development therefore converts a continuous, low-risk operational envelope into a constrained and discontinuous airspace that is no longer suitable for developmental testing.

5. Consequences for Testing Feasibility

5.1 The combined effect of CNS degradation and airspace reduction has direct consequences for the feasibility of drone testing activities at Cauntun Lodge Farm. While some limited and tightly constrained flights may remain physically possible, these would not provide a suitable environment for meaningful testing.

5.2 Open Category Subcategory A3 operations require a reasonable expectation that no uninvolved persons are present within operational and contingency areas. The introduction of the permissive route fundamentally alters this assumption and limits the ability to conduct repeatable testing.

5.3 More significantly, developmental and regulatory testing activities require both sufficient airspace volume and environmental stability. The reduced and fragmented airspace cannot support the manoeuvre envelopes required for system validation, failure-mode testing and contingency recovery. The presence of infrastructure and public access introduces constraints that fundamentally alter the nature of the testing environment.

5.4 Crucially, the reduction in operational volume means that the existing CNS systems deployed at CLF can no longer be fully or properly tested. Validation of such systems requires consistent spatial geometry, stable electromagnetic conditions and repeatable flight profiles across a representative operational volume. The loss of approximately 72% of that volume removes the ability to conduct full-envelope testing and undermines the validity of any data collected within the residual space.

5.5 As a result, while limited activity may remain physically possible, the site would no longer be capable of supporting meaningful CNS testing or regulatory evidence-building activities.

6. Policy Context – EN-1 Section 5.5

6.1 The impacts described above fall within the scope of National Policy Statement EN-1 section 5.5, which addresses civil and military aviation and defence interests, including communications, navigation and surveillance systems.

6.2 Paragraph 5.5.26 recognises that surveillance methods relying solely on cooperative technologies such as ADS-B or secondary surveillance radar transponders are insufficient to detect non-cooperative aerial threats. The systems developed and tested by DDS directly address this recognised limitation by providing layered detection capabilities capable of identifying non-cooperative aircraft.

6.3 The proposed development would both degrade the CNS testing environment through radar clutter, multipath propagation effects, electromagnetic interference and line-of-sight obstruction, and prevent full validation of those systems through the reduction in usable operational airspace. These effects are therefore directly relevant to the policy considerations identified in EN-1 section 5.5.

7. Conclusion

7.1 In conclusion, while some limited drone activity could physically take place at Caunton Lodge Farm if the proposed development were implemented as currently designed, no meaningful or operationally relevant drone testing activities would remain feasible. The proposed development would reduce the usable operational airspace by approximately 72%, fragmenting the flight envelope and preventing safe execution of developmental and regulatory testing activities. At the same time, the introduction of solar infrastructure would materially degrade the CNS testing environment through radar clutter, multipath effects, electromagnetic interference and line-of-sight obstruction.

7.2 The combined effect is that the existing CNS systems deployed at CLF could no longer be properly tested or validated, and the site would cease to function as a viable testing environment. Relocation of the testing capability would therefore be required. These impacts fall within the scope of EN-1 section 5.5, which recognises the importance of surveillance capabilities required to address non-cooperative aerial threats.

Dated: 24 March 2025