Submission ID: S9FC6D643

Following the Compulsory Acquisition hearings, I am aware that [redacted] raised his professional fees, and there were comments suggesting that concessions had been made by the Applicant in this regard. I wish to clarify the current position and to correct this characterisation.

Current Position

It is our view that the Applicant is not complying with MHCLG Guidance on the Compulsory Purchase Process regarding the payment of landowners' reasonable professional fees incurred in Heads of Terms negotiations. The Guidance sets out a non-exhaustive list of actions acquiring authorities should take before proceeding to compulsory purchase, including giving consideration to funding owners' and occupiers' reasonable costs of negotiation — expressly including professional fees — incurred in advance of the acquisition process. The Guidance further requires that the Applicant's statement of reasons explain how, and to what extent, this has been done, and where it has not, why not.

At present, the Applicant only meets landowners' negotiation fees where:

1. the landowner signs HoTs for an option agreement with the Applicant; or
2. where no option agreement is concluded, the landowner's fees may only be reimbursed in the event that the DCO is made and the landowner becomes a claimant.

This approach requires landowners to engage in Heads of Terms negotiations without any assurance that their professional costs will be met, effectively placing them at risk throughout the process — a position which does not reflect the approach envisaged at paragraph 19 of the Guidance, and I invite the Applicant to explain its position.

Clarification on Concessions

For the avoidance of doubt, I am not aware of any concession having been made by the Applicant in respect of landowners not being required to negotiate at risk. To the extent that comments made at the hearings suggested otherwise.

The terms on which the Applicant is negotiating with other affected landowners is not my concern. However, there is concern that other landowners may, similarly, be negotiating at risk without necessarily being aware that this is the case.