

Georgie Hannigan

From: Grace Gardiner [REDACTED]@whirledgeandnott.co.uk>
Sent: 11 March 2026 17:15
To: Norwich to Tilbury
Cc: Freddie Botfield; Paul Walker
Subject: FW: Heads of Terms - Norwich to Tilbury

Good afternoon,

Please see the email below, this is in response to National Grid's recently submitted Lands Rights Tracker Update (3rd March 2026). The below email sets out the current position in relation to the negotiation of Heads of Terms.

In the Lands Right Tracker Update National Grid claim they "demonstrate that the Applicant has listened to and considered landowner feedback" and they have "clearly explained the Applicants position where requests could not be accommodated". This is not our experience. As laid out in the below email, very little of our feedback has been considered and we have had no feedback from National Grid to explain why these suggestions have not been accepted.

In addition to the above, National Grid state they "support timely progression to option agreements". We do not feel this accurate, given the time taken to engage on the initial Heads of Terms.

If an Interested Party reference number is required, we are happy for this to be logged against the submissions made on behalf of our clients at Whirledge & Nott. Please see previous correspondence, which includes the full list of reference numbers, or I am happy to reissue these should this be required.

Kind regards,

Grace

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From: Grace Gardiner

Sent: Tuesday, March 10, 2026 4:13 PM

To: [REDACTED]@fishergerman.co.uk; James Gowing [REDACTED]@fishergerman.co.uk>; Stephen Boughton [REDACTED]@nationalgrid.com>

Cc: Chris Leney [REDACTED]@brooksleney.co.uk>; Will Hosegood [REDACTED]@brooksleney.co.uk>; 'Eleanor Havers' [REDACTED]@clarkeandsimpson.co.uk>; James Baker [REDACTED]@clarkeandsimpson.co.uk>; Freddie Botfield [REDACTED]@whirledgeandnott.co.uk>; Paul Walker [REDACTED]@whirledgeandnott.co.uk>; Richard Prentice [REDACTED]@durrants.com>

Subject: Heads of Terms - Norwich to Tilbury [Filed 10 Mar 2026 16:13]

Dear Peter, James, & Stephen,

I am writing on behalf of Whirledge & Nott, Brooks Leney, Clarke & Simpson, and Durrants, agents copied to this email, who collectively act for over 250 affected parties, in response to the latest Head of Terms ("HOTs") received.

For background, as you are aware, the first version of HOTs was sent on 29 July 2025, at which time an agents meeting was requested, which was scheduled for October 2025 and then postponed by FG/NG until 15 January 2026. In our meeting on 15 January 2026, we discussed several points, which are summarised in Chris Leney's email to James Gowing (Fisher German) on 5 November 2025. As a result of that meeting, you have responded with an updated version of the HOTs received on 27 February 2026.

We have compared the latest HOTs against the points raised by us previously. All of the points raised in Chris's email that have not been addressed remain relevant. Please see our comments below against those points. **Green** indicates where acceptable changes have been made, **red** is where either no change has been made or further clarification is still required.

In our view, the Heads of Terms remain inadequate. They do not address a number of key matters that landowners would expect to see clearly set out in writing, and they do not appear to offer any real incentive over acquisition under the DCO. Our understanding is that the HOTs should, at the very least, leave the landowner in no worse a position than they would be under the DCO and ideally should offer slightly improved terms to encourage agreement.

Please note that we will be providing this email to the Planning Inspectorate, so they are aware of the current position.

By way of summary, the main points are:

- It is not clear that Grantors will, as a minimum, retain their statutory compensation rights, including crop loss, disturbance and severance.
- It is not clear how the Grantor's land is to be defined, including whether this still relates to the whole title.
- Further detail is needed on the restrictions that will apply within the easement area.
- There is still no confirmation that injurious affection claims will be accepted where there is a link in ownership (despite being told this repeatedly in meetings with FG).
- There is no reference to or commitment in relation to accommodation works or the commitments register.
- The cable depth needs to be 1.2 metres.
- The position on fees needs to be clearer, in particular that if reasonable fees exceed the initial cap, the landowner will not be responsible for the shortfall.
- The position regarding third party undertakers remains unclear. National Grid must accept responsibility where issues arise as a result of failures by those third parties.

Please would you consider the above points and how they can be incorporated into the Heads of Terms. It may be helpful to arrange a further round table meeting with the other agents if that would assist.

Introductory Section

1) The Project

There needs to be further details relating to this project, which I would suggest needs to mirror the PIN's description. **This has been done.**

8) Plans

Any reference to a plan needs to include the date and version numbers, as well as a plan reference **Need to see populated HOTS**

9) Grantor's Land

The current shading of the Grantor's land is not acceptable, and I would imagine, for most clients, there needs to be plans that effectively mirror the red line boundary for the definition. **Still not clear what this includes, looks like it is still whole titles. Need clarification.**

11) Option Period

On the Bramford to Twinstead line, this was 5 years – why are we seeking 7 here? **No change still seeking 7.** There is reference to a Construction Notice – this will need a separate definition. **No change, not been separately defined.**

12) Other Interests

It is for National Grid to deal directly with those with a legal interest, except for mortgagees. **Ok, now only requires Grantor's best endeavours to secure consent**

13) New Interests

To what extent will this clause apply (option area or Grantee's land)? There needs to be exclusions relating to Ag Tenancies, Shoot Licences, Cropping Licences etc etc. Costs will need to be covered in dealing with any additional paperwork as a result of Grid's interest in the land. **Ok, can now grant licences without consent from NG. But still no agreement to cover costs. Still not clear whether this applies to Option Area or Grantor's land.**

14) Restrictions within Option Area

This is very restrictive and does not reflect what has been agreed elsewhere on other Grid schemes. A lot of PILs are not agricultural, therefore reference to agricultural operations is not relevant. **Now updated to include can undertake 'other specified activities' – not clear what those specified activities are**

15) Pre-Entry Survey and Works

The Notice Period needs to be extended to 10 days, and this clause should reference back to existing Licences. No rights should be granted reference enabling works, and we need to have reference to crop loss and compensation. **Still only 7 days notice period for surveys and ROCs.**

16) Ancillary Rights for Utilities

Routes need to be identified for this, and plans included. There needs to be reference to Grantors approving the route and costs being covered. We also need an element to cover off disturbance, and additional fees etc. **No details about Grantor approving routes for 3rd party works. Added text about Grantor to seek compensation from the third party utilities, but NG will pay Grantors costs for entering into such agreements. Need commitment that NG will be liable to pay landowners due compensation should the third parties fail to.**

17) Planning

I doubt many clients will assist the Grantee in obtaining planning permission! **Changed to only that they will not object – clarity needed that representations can be made where those are seeking amendments as opposed to objections.**

18) Fees

I think most agents have been working on a time basis and we struggle to see why we are now working to a cap on fees. There should be no cap, and fees should continue to be invoiced and paid on a quarterly basis. **Agreed to pay timebasis with initial commitment of £2,500 + VAT. £1000 paid on signing HOTs, rest once option exchanges. Need more clarity that where reasonable fees exceed initial cap clients will not be liable.**

19) Grantor's Solicitor's Fees

It is not appropriate to be capping solicitor's fees at the current level proposed – on the Bramford to Twinstead line most fees have exceeded this level, even for the simplest of documents. Any landowner should be no worse off by signing a Voluntary Agreement, and therefore they should not be exposed to solicitor's fees. If Grid are genuine in wanting landowners to sign these Heads of Terms, they need to be on a sensible basis and to cover all professional fees in dealing with the VA. **£2,750 initial commitment and NG will act reasonably in this regard. Need more clarity that where reasonable fees exceed initial cap clients will not be liable.**

20) Alienation

This needs to be amended so it is with Grantor consent (not to be unreasonably withheld or delayed). The list of Licenced Electricity Transmission Operators was very wide, and we cannot grant such wide assignment rights. **No change. Still cautious wide list of unknown parties on Licenced Electricity Transmission Operators list.**

21) Insurance and Indemnity

£10,000,000 is not sufficient in this day and age. I would suggest £20m. **No change. Can opinion be sought from landowner's solicitors now as to what is considered adequate, to provide reassurance this is adequate?**

23) Title

Cost of deducing title should be covered. **Still not included – one assumes this is reasonable cost properly incurred as consequence of scheme and will be compensated.**

New Clauses

There needs to be new clauses included in reference to enabling works and treasure/finds. **Added**

Option to Purchase

1) Option to Purchase

Any purchase price should be index linked until the date of purchase, from the date of signing the Heads of Terms. We will also need an equalisation clause. **no change, point remains valid.**

3) Grantor's Retained Rights

We need reference to drainage, access etc. **no change, point remains valid.**

4) Rights to be granted to Grantee

We need a definition of the Grantor's retained land, plans for rights of access etc. We also need clarification as to what services are included. **no change, point remains valid.**

Additional Clauses

There will be additional clauses needed in respect of future access and to deal with temporary severance of access during construction etc. I assume that severance and injurious affection will also be covered. **no change, point remains valid.**

We will also need a new clause relating to compensation, reference farming losses etc. **no change, point remains valid.**

Underground Cable Option

2) Cable Option Area

We will need detailed plan references, dates, and addition numbers.

3) Rights and Deed of Easement

Rights of access over the Grantor's land will need to be defined. Please confirm what is meant by drainage rights. **no change, point remains valid.**

4) Temporary Rights for Cable Installation

We have had issues on Bramford to Twinstead over details of temporary access roads etc. – it would be useful to have more details at this stage included in the Heads of Terms. We will also need more details on the de-watering works. **No details provided.**

5) Reinstatement

Reference needs to be made to Records of Condition and soil sampling, Soil Management Plans etc. The clause itself is fairly light and will need bulking out. **no change, point remains valid.**

6) Land Drainage

On Bramford to Twinstead the Grantor's drainage consultant's costs were covered – is there a reason this has not been included in the Norwich to Tilbury Heads of Terms? We would also like confirmation of the qualifications of the contractors used by the Grantee and would like an indicative plan of what is proposed in respect of pylons, the haul road, underground cables etc., as a minimum. **£1000 will be paid to Grantors drainage contractor to review plans – need reassurance that the actual sum will be compensated where it is reasonably necessary, e.g. large landowners with multiple parcels and drainage affected**

8) Anticipated Easement Area

We need provision in here for payments to be updated, in the event of the easement area being greater and/or if the cables are not laid at the required depth. **no change, point remains valid.**

9) Final Easement Area

There needs to be a provision for any correction in payments, due to the area being different to the anticipated easement area. **no change, point remains valid.**

11) Cables

We need more detail on sizes of the proposed equipment, and whether these are overground or above ground. **No details provided.**

12) Cable Depth

On other NG schemes, such as Sealink etc., cable depth has been agreed at 1.2m. This needs to be applied to this scheme as well, for consistency. **Still at 0.9m but added if evidenced and reasonable requirement for cable to be deeper then this needs to evidenced. Wording doesn't actually specifically say if evidenced they will agree it. Regardless, it should be 1.2m by default.**

13) Consideration

Please can you define what agricultural and non-agricultural land is, reference the different approach to payment rents. **no change, point remains valid.**

14) Completion

There needs to be definition of the Completion Notice. We also need a longstop date in here. **no change, point remains valid.**

15) Incentive Payments

Given our experiences of BCLP on the Bramford to Twinstead line, we have no confidence in the incentive payments being achievable. Therefore, we need reference to timescale extensions in the event of the Grantee's agents or solicitors causing delays. **no change, point remains valid.**

Additional Clause

We will need provision for crossing rights over the easement width for cables, irrigation mains etc. We also need provision for crossing access rights during construction. **no change, point remains valid.**

Payment Schedule

Other Apparatus

The £500.00 per enclosure is not acceptable. **no change, point remains valid.**

Other Terms

We need reference in here to a Soil Management Plan. **no change, point remains valid.**

Overhead Line Terms

4) **Temporary Rights for Cable Installation**

Again, we need a definition of Construction Notice, and I would query whether 14 days is too short. **no change, point remains valid.**

5) **Reinstatement**

As above, this needs bulking out. **no change, point remains valid.**

Land Drainage

Same comments as above and there needs to be a provision for a scheme to be designed around pylon Leases and haul roads. **As above see point 6 underground cable option**

6) **Construction Best Practice**

We need confirmation in here that the appropriate clearances will be provided. **No details provided**

11) **Overhead Line**

Again, we need reference to plan dates, revision numbers etc.

Temporary Compound

Generally, these terms are very brief, given we will effectively be granting a 5 or 6 year commercial Lease. There needs to be provision for the following: -

- Option Fee **now 10% or minimum £1000**
- Drainage specification to be agreed **no change, point remains valid.**
- Working methods and specification to be agreed **no change, point remains valid.**
- Other more general standard clauses for a commercial lease **no change, point remains valid.**

Says £1.50/£2.00 – which is it?

Drainage/Access Easements

Many of the comments above apply to this section of the document as well.

Other Terms

Looking back at the Bramford to Twinstead scheme, we have no terms for the following: -

- BNG Lease – is this applicable on this scheme? **no change, point remains valid.**
- 132kv take down and undergrounding **Remains no engagement from 3rd parties – see point above about ancillary rights for utilities**
- Special Conditions – these feed into the Commitments Register **No change – see point above**

- Injurious affection on family owned properties [See point above](#)

Kind regards,

Grace

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