

**Written Notes from Attendance at Public Hearing
Compulsory Acquisition 2 (CAH2) for Individual Affected Persons
29th April 2026**

Original Transcript

Good morning. [REDACTED] Director of Whirledge and Nott, Chartered Surveyors.

As you will see, I am speaking today on behalf of several different clients. I thought it would therefore be helpful to begin with the concerns that are common to those clients, and indeed to the other 80-plus affected parties we represent across Essex and Suffolk.

Despite raising queries with NG over their Heads of Terms in autumn 2025, the current version of the Heads of Terms is not an attractive or sufficiently certain proposal for landowners. There remains a lack of clarity as to whether landowners will, by default, retain their rights to claim under the statutory compensation code; there is no binding commitment to deliver accommodation works; and there is very limited flexibility to agree changes outside the red line boundary. We have recently met with National Grid and have been told that a revised draft of the Heads of Terms is being prepared. This will be version 3. However, until that revised draft is available and can be properly reviewed, our clients' objections remain. Further, despite requests no standard form of the deed of easement has been shared, meaning affected parties are again at risk of signing the Heads of Terms without full knowledge of the intended documentation.

National Grid has imposed deadlines for the return of Heads of Terms, with some falling as early as the beginning of June, yet the updated draft has still not been produced. At the same time, there remains very little clarity as to what the construction process will actually involve. For example, there is still insufficient information about the nature of the haul roads, the timing and sequencing of the works, and the extent of associated third-party works. We have only very recently had engagement from UKPN, and there has still been no engagement regarding other third-party works, such as the relocation of BT or Openreach apparatus. Despite that uncertainty, our clients are being pressed to sign Heads of Terms. It feels as if NG are washing their hands and taking no responsibility nor accepting any liability of 3rd party works which only arise as a result of National Grid's scheme and in many cases significant impact in themselves to affected parties

That pressure is particularly troubling because landowners are being asked to commit before they have received the practical assurances they need in order to protect their farms, homes and businesses. Many have sought specific accommodation works, such as particular fencing arrangements, crossing points, the relocation of infrastructure such as irrigation mains, and other measures necessary to enable continued operation of their businesses during the works. Whilst we are told by National Grid that these matters can be dealt with, those assurances are not being translated into binding written commitments.

It is impossible to advise landowners with confidence to enter into agreements with NGET while such significant uncertainty remains. However, delays in our clients signing in some cases puts the incentive payments at risk, which for some represent substantial sums. It is plainly unfair for that to be put in jeopardy through delays in clarity from National Grid which are outside the landowners' control.

Overall, the impression our clients are left with is that National Grid is prolonging discussions and continuing to provide incomplete or unclear information, in the expectation that compulsory powers will soon be obtained. If that happens, landowners may find themselves in a position where the incentive for National Grid to engage reasonably and accommodate their concerns falls away,

because National Grid will then be able to rely on compulsory powers instead. That is a deeply unsatisfactory basis on which to conduct negotiations.

Landowners must rely on full and detailed heads of terms to ensure the commitments being made will be followed up. We request that the inspector looks closely at the adequacy of the Heads of Term and forces NG to formally commit to the commitments / promises they appear to be making at this stage, to ensure they do not disappear later.

Turning now to the clients specifically referred to in this agenda.

Essex Scout & Guide International Jamboree - [REDACTED]

I speak as agent for Essex Scouts and Guide, being a land agent and also Trustee of Essex Scouts. I have spoken previously of the impact of this scheme on one of the largest youth events in the country, the Essex International Scout and Guide Jamboree. I acknowledge that NG are engaging and draft heads of terms which were received on Monday this week. It appears NG are looking to work with the event to aid relocation, however until the heads of terms are fully reviewed and formal commitments in place the trustees of the scouts and guides objection to the scheme must remain.

Mr & Mrs Bickford [REDACTED]

Daniel and Stephanie Bickford have asked us to speak on their behalf today. Their home is adjacent to a proposed construction haul road, on the [REDACTED], in Billericay, Essex.

They are deeply concerned about the noise, disturbance and traffic impacts that would arise from the construction and the associated road traffic measures outside their home. These impacts would be serious for any household, but they are of particular concern here because members of this household have protected characteristics as defined in the Equality Act 2010. For reasons of confidentiality, we do not propose to go into that detail today, but you will find further information in the written representations already submitted.

This is a household whose occupiers are at home for the majority of the time. They cannot simply leave the property when the noise, vibration, lighting or activity becomes too much. The likely effects on their mental and physical wellbeing could be severe. In particular, there is no realistic mitigation that can remove the harm caused by unpredictability and intermittent disturbance associated with the construction.

The family is also unable to relocate. As matters stand, the property is effectively unsaleable as a result of the Scheme. They are therefore trapped in an impossible position: unable to leave, but also unable to remain without suffering harm.

At present, there is still no clear information about the construction areas, including:

- its purpose
- how long it would be in place
- its hours of operation
- the likely noise and lighting impacts

Without that information, the true effects cannot properly be assessed.

National Grid has failed to engage directly and meaningfully with this household, or to gather the information needed to assess the effect of the proposals on individuals with protected characteristics. The Equality Impact Assessment is generic. It does not address the specific circumstances of this family or this property.

The Public Sector Equality Duty requires a properly informed, case-specific assessment. That has not happened here. Our clients invited National Grid to liaise with them about these issues. They did not do so. We therefore feel National Grid has failed to discharge its duty properly.

We also consider that there are alternative locations for the haul road that would cause materially less harm, yet no adequate justification has been provided for selecting this particular site.

We ask the Examining Authority to require:

- direct and meaningful engagement with this household;
- full clarity on the compound's purpose, duration and operation;
- evidence explaining why this specific location is necessary;
- a proper assessment of alternative sites;
- a site-specific assessment of the impacts on this household; and
- consideration of relocating or refusing it at this location.

It is not acceptable for detailed, individual concerns to be met with a generic assertion that matters have already been considered, when the necessary underlying assessment has not in fact been carried out.

Mr Glyn Cullens – [REDACTED]

The Cullen family, live at [REDACTED], Essex. They are affected by several pylons and like many others will suffer the associated impacts on their farming business, the proximity of infrastructure to their home, and the resulting loss in value. However, the reason we are specifically addressing their case today is the impact on their airfield.

As currently proposed, the location of the pylons would result in the closure of that airfield. National Grid has acknowledged that consequence and has indicated that it may fund the relocation of the airfield elsewhere on the family's farm. That is something we are currently investigating in terms of feasibility. However, until that work has been completed, and until there are firm and binding commitments from National Grid that all associated costs, losses and consequences will be fully covered, our objection must remain.

The closure of this airfield would represent a significant loss not only to the family, but also to the wider aviation community. This is not something that can simply be addressed through compensation. The Cullen family operates the airfield for the benefit of others, and while they are willing to explore relocation, doing so may require very considerable sacrifice on their part and may have further serious consequences for their farming business.

We are requesting that the Planning Inspectorate ensures National Grid has formally committed to mitigating the Cullens' position before confirmation of the DCO.

Mr & Mrs Parrish – [REDACTED]

The Parrish family live [REDACTED]. They are [REDACTED]. They have lived at the property for [REDACTED].

They are affected by new proposed pylon, associated construction haul road and undergrounding of an existing UKPN line.

The Parrish family have been left in a state of complete uncertainty by the proposals. They currently operate a livery business on a small acreage. That business has already been adversely affected, with their clients choosing to relocate in light of the proposed scheme. Once the works begin, it is highly likely that the business will no longer be able to operate at all, given that the works would occupy a substantial part of the land and sever the remainder from the yard.

The impact does not stop there. They also have 10 commercial units which are affected by the line of NG haul road and where UKPN propose to lay underground cables. Details of the UKPN works are still unknown and may well be more impactful being immediately adjacent to the livery.

The family's future plans are also being undermined. They have invested considerable time and money in securing planning permission to convert existing buildings into residential properties. However, with the proposed pylons in such proximity, there is now real uncertainty as to whether that redevelopment remains viable. The likely impact of both the construction works and the permanent presence of the pylons on value is significant, and that inevitably calls the redevelopment into question.

The family is therefore caught in an impossible position. The planning permission expires before the National Grid works are due to be completed. They cannot sensibly proceed with confidence, but nor can they simply wait and see.

We are requesting a joined-up approach between UKPN and National Grid, with agreed actions and long-term mitigation measures to be incorporated as part of the Heads of Terms process. This should be addressed now, rather than being delayed until National Grid have secured their powers through the DCO, leaving the family to argue over compensation later.

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