

Response for Deadline 6 - 7th July 2026

Scheme Name: Norwich to Tilbury

Type of application: Electric Lines

Name of applicant: National Grid Electricity Transmission (NGET)

This response is submitted on behalf of Affected Parties represented by:

- Whirledge & Nott
- Brooks Leney
- Clarke & Simpson
- Durrants

This statement provides the Planning Inspectorate with an update to the position previously set out at Deadline 2 and in [REDACTED] oral update at CAH3.

Heads of Terms Engagement

The first version of the Heads of Terms was issued on 29 July 2025. An agents' meeting was requested at that stage. This was originally scheduled for October 2025 but was postponed by Fisher German / National Grid until 15 January 2026.

At the meeting on 15 January 2026, agents sought to raise points which were considered likely to materially influence the progress of negotiations, including highlighting shortcomings that no affected party or their advisors would accept. Fisher German on behalf of NG attended purely in 'listening mode' as they had no instructions from NG to negotiate.

National Grid then issued version 2 of the Heads of Terms on 27 February 2026.

A further meeting took place on 13 May 2026 with [REDACTED], who is leading on the Heads of Terms for National Grid. We provided detailed comments on version 2, and National Grid said these would be taken away and considered before issuing version 3.

A follow-up meeting took place on 4 June 2026. Unfortunately, [REDACTED] was unable to attend. Those attending on behalf of National Grid and Fisher German confirmed they were again in "listening mode" only. Like us, they had only seen version 3 the day before the meeting, were unable to agree any points, and could not explain why previous comments had not been addressed or why certain new terms had been added. As a result, the meeting was not particularly productive.

A further meeting date was agreed but later cancelled because National Grid could not accommodate it. Since then, we have been asking for another meeting. Various dates were proposed, with at least one surveyor from each firm able to attend. However, by email dated 30 June 2026, [REDACTED] confirmed that [REDACTED] would no longer be attending meetings because, "we have a number of other schemes in the development, examination and delivery and they also require my support". This suggests that this matter is no longer being

prioritised by National Grid and that responsibility for progressing negotiations has now been delegated to other National Grid / Fisher German representatives.

Emails from [REDACTED] dated 1 July 2026 suggest further changes have been made to the Heads of Terms and that these will be issued soon. At the date of this submission, those changes have not been received. It is suggested in recent correspondence from NG that updated populated heads of terms will be provided on an individual basis by the end of the examination in August. However, given the number of affected parties and the timescales involved (particularly with documentation arriving during harvest and the summer holiday period), it will be challenging to make any tangible progress before the end of the examination.

Until we have seen those changes, we cannot comment on whether the outstanding issues have been properly addressed. Our comments below are based on the latest version of the Heads of Terms we have seen.

Despite National Grid's assertions, affected parties contend that NG is failing to engage adequately or reasonably. Time is also continuing to run down and, as at the date of this submission, affected parties have still not received updated Heads of Terms and therefore remain unable to confirm whether agreement can be reached.

Outstanding Heads of Terms Issues

The following issues remain unresolved:

- Landowners are required to use "best endeavours", rather than "reasonable endeavours", to secure consent from tenants, occupiers and mortgagees. This is an unreasonable burden. "Best endeavours" could require a landowner to take extreme and disproportionate steps. "Reasonable endeavours" is sufficient.
- The Heads of Terms restrict landowners from participating constructively in the DCO process.
- The assignment provisions are too wide. National Grid already has sufficient rights to assign to Ofgem-licensed entities. A general ability to assign to any party goes beyond what is necessary.
- The provisions relating to schedules of condition lack sufficient detail, particularly in relation to soil testing and baseline soil condition.
- The Heads of Terms should expressly state that they do not override statute and that landowners remain entitled to any compensation available under statutory provisions.
- There is no clear confirmation that landowners can submit annual claims for crop loss and disturbance. If claims cannot be submitted until the end of the project, this could create significant cash flow difficulties.

- There is no longstop date requiring National Grid to complete the Deed of Grant. National Grid should not be able to install or energise equipment without completing the deed and paying the balancing payment.
- Clarity is still required on safe working distances beneath overhead lines. If land beneath the lines cannot be safely worked, compensation must reflect the full sterilised area, not just the tower bases.
- Further information is required on irrigation beneath the lines.
- Further information is required on excavation depths and working distances, particularly where quarrying operations are affected.
- The definitions remain unclear and inconsistent in places.
- The temporary compound lease Heads of Terms omit several basic commercial lease provisions, including insurance, indemnity, dispute resolution, drainage, services, pollution controls and CPI review.

We also consider that the completed Option Agreement should include a separate Construction Practice Addendum. This should set out the minimum practical requirements necessary to inform the Code of Construction Practice including:

- Agricultural Liaison Officer services;
- records of condition;
- land drainage;
- soil management before, during and after construction;
- irrigation systems;
- existing water supplies;
- soil reinstatement; and
- biosecurity.

Draft Deed of Easement

Version 3 was the first time we saw what National Grid is seeking in the Deed of Easement.

The rights they seek appear wider than necessary and have not been justified on a holding-by-holding basis. For example, they include rights to enter land by any access route National Grid considers reasonable, despite specific access routes being shown in the DCO application and despite repeated assurances that routes would be agreed pragmatically with landowners.

The draft easement also includes drone rights, but without clear safeguards regarding notice, timing, or data protection.

The proposed restrictions are also significant. These include previously undisclosed controls on vegetation within a 30 metre radius of tower bases and restrictions on crops over 1 metre

high. This could affect normal farming operations, including crops such as oilseed rape and maize, and places management burdens on landowners which do not appear to be properly reflected in the proposed compensation.

UKPN

We have also still not seen any Heads of Terms from UKPN in relation to local distribution network alterations. It has been suggested these may not be available until after the Examination. Landowners cannot be expected to agree terms, nor should the DCO be approved, whilst the terms relating to fundamental works affecting these holdings remain unknown.

Consultation and Engagement

The lack of early, site-specific engagement is now creating practical problems. The red line has been fixed, and National Grid is saying it cannot agree changes outside it, even where relatively minor adjustments would reduce operational impact, environmental harm or nuisance.

In some cases, National Grid accepts that landowner proposals make practical sense, but we are then told it is too late to amend the plans. Landowners are therefore being asked to accept impacts that would have been avoided because meaningful engagement has come too late.

In our view, this demonstrates a failure to properly consider less intrusive alternatives at an early stage, before seeking extensive compulsory powers over private land.

There also remain significant technical unknowns. For example, National Grid has not provided clear answers regarding line heights and safe working distances. A combine harvester with a grain tank lid and auger can exceed 5.7 metres in height. HSE guidance refers to minimum line heights from the ground of around 7.3 metres. Without this information, landowners cannot properly assess whether normal farming operations can continue safely, what operational restrictions may arise, or what long-term impact this may have on the use and value of their land.

NG suggest it is for landowners to operate safely within proximity of the apparatus. This may be so. However, NG is proposing to install apparatus which itself creates additional operational risk and management burden, which could be avoided / mitigated within the design process.

Site-Specific Matters

We have attended numerous meetings on site-specific matters. However, we have not received firm commitments that the accommodation works discussed will be provided.

We have not received clear timescales for the works, meaning landowners cannot properly understand or plan for the disruption.

We remain concerned that the DCO may grant broad compulsory powers without binding National Grid to deliver site-specific mitigation measures. This leaves landowners with little certainty regarding how the scheme will operate in practice and places them in a position of ongoing uncertainty.

The concern is that National Grid is seeking to secure compulsory powers first, whilst deferring important mitigation, accommodation works and compensation discussions until later. Once those powers are granted, the incentive to negotiate meaningfully and resolve outstanding issues is materially reduced.

We request that National Grid provide affected parties with sufficient clarity now so landowners can make informed decisions regarding businesses, development plans and future operations aimed at mitigating the impact of the scheme.

Without that certainty, landowners are being forced to make significant decisions today without knowing whether National Grid will later recognise the consequences of those decisions as legitimate heads of compensation. Greater engagement now would help parties find common ground and avoid unnecessary disputes in the future.

Summary

Affected Parties maintain their objection to the granting of compulsory acquisition powers on the following grounds:

- **Meaningful engagement has not yet been demonstrated** — whilst meetings have taken place, negotiations have been slow and largely procedural, with limited evidence of substantive progress or genuine negotiation.
- **Reasonable attempts to secure private agreement remain incomplete** — despite negotiations commencing in July 2025, updated Heads of Terms remain outstanding and no agreements are close to completion.
- **The rights sought appear excessive and disproportionate** — draft easement rights now disclosed suggest restrictions and operational rights significantly wider than previously understood, without sufficient site-specific justification.
- **Interference with private property rights has not been shown to be proportionate** — the extent of rights sought and restrictions imposed do not appear limited to the minimum reasonably necessary for delivery of the scheme.
- **Less intrusive alternatives have not been properly explored** — landowners have proposed practical amendments to reduce impacts however National Grid has frequently responded that changes can no longer be made because the scheme design is now fixed.
- **Insufficient technical information remains available** — important matters including cable heights, operational safety clearances, accommodation works and future operational restrictions remain unresolved, preventing informed negotiations.

- **Associated UKPN works remain undefined** — affected parties have still not received Heads of Terms or sufficient detail in relation to associated UKPN works, meaning cumulative impacts remain unknown.
- **Affected parties cannot properly mitigate present day losses** — many landowners are being forced to make immediate decisions regarding farming operations, development plans and businesses without certainty as to how National Grid will respond to future compensation claims.
- **Compensation discussions remain uncertain** — affected parties are being asked to proceed without clarity as to what mitigation measures, accommodation works or compensation principles National Grid will ultimately accept.
- **The Examining Authority cannot properly weigh private loss against public benefit whilst these matters remain unresolved** — key details affecting landowners, businesses and future operations remain uncertain.

Where such substantial matters remain unresolved, affected parties question whether the Examining Authority have sufficient information to determine whether there is a compelling case (in the public interest) to justify compulsory acquisition powers, particularly where the extent of interference with private property rights and the proportionality of those rights has not yet been clarified or demonstrated.

For these reasons, affected parties contend that the request for compulsory acquisition powers is presently premature and should not be granted until National Grid demonstrates meaningful engagement, reasonable attempts to secure agreement, and that the extent of rights sought is necessary and proportionate.

Whirledge and Nott