

Response for Deadline 7

20th July 2026

Submitted on behalf of Affected Parties represented by: Clarke & Simpson, Brooks Leney, Durrants and Whirlledge & Nott. Collectively we believe we act for more than 50% of the route affected by the National Grid proposal.

Subject: Update on voluntary acquisition Heads of Terms

Heads of Terms Engagement

We have previously set out the timetable of meetings we have had in our Deadline 6 response and do not propose to include that again now. Our view on how discussions have progressed with National Grid has not changed.

Since Deadline 6 we met with representatives from National Grid and Fisher German following the issue of the revised Version 3 of the draft Heads of Terms for voluntary acquisition of rights. Discussions took place and some of the issues raised by us have been accepted and amended within the draft Heads of terms.

For example, we are pleased National Grid has removed the term “best endeavours” and replaced with “all reasonable endeavours”. However, this is one point of concession against the many points that we still have issues with, and we have fed this back to National Grid.

Our outstanding points are:

- 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 for Heads of Claim including Severance, Injurious Affection and Disturbance.

- There is no clear confirmation that landowners can submit annual claims for crop loss and disturbance. If claims must wait until the end of the proposed 5-7 year project, this will significantly affect cash flow.
- 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.

Under the terms proposed National Grid are removing themselves from the responsibility of claims regarding third party works, such as UKPN's works. This causes us concern regarding any claim for damage due to the possibility of being unable to reach agreement or the third-party not accepting responsibility for damage. We cited the example of damage as a result of the haul road being used by National Grid and third parties continuously through the project. This leaves landowners in the uncertain position where it may be difficult to define which party actually caused damage, due to multiple party's use of the haul road, thereby leaving the landowner with the issue of establishing which party are responsible for the damages, and therefore should have a compensation claim made against them.

Should this situation arise under compulsory powers, as the acquiring authority within the DCO, any claim would be made to National Grid.

We are also concerned we have not seen any draft Code of Construction Practice.

With regards ongoing discussion with National Grid and Fisher German, we have recently been informed that there is now very little opportunity for any further negotiations or revisions of the terms as they now stand.

Draft Deed of Easement

In the latest draft National Grid have not taken on board our major concerns over the permanent restrictions they propose to impose on landowners.

The proposed restrictions include the control of vegetation within a 30m radius of a pylon base, including arable crops, which is far too restrictive and prevents our clients from growing any crop taller than 1m in height. National Grid has, to date, been unable to provide adequate explanation of why this, and other restrictions, are being sought or to provide information of where these restrictions are located within the draft DCO. From our research we cannot see these restrictions in the draft DCO document, the Schedule of Rights or in the Book of Reference. Many of us have been involved with National Grid's Bramford to Twinstead scheme, and none of these restrictions are in the easement documentation for that, similar, scheme.

National Grid has drafted that arable crops over 1m tall will be permitted to be grown, but only with National Grids consent. There has been no explanation as to how National Grid will deal with multiple consents in a short period of time from a large number of affected landowners each and every year. This will put huge strain on crop rotation planning and will disadvantage landowners compared to unaffected neighbours who are not limited to their cropping rotation.

There has been little explanation regarding technical restrictions relating to heights of cables in relation to farm machinery. 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 clear information, landowners cannot properly understand whether normal farming operations can continue safely beneath the lines.

In addition to the matters above, we have asked National Grid to confirm where the following matters are situated in the draft DCO application. It is quite reasonable that we and our clients should be able to compare the rights being sought compulsorily with those being offered through voluntary agreement:

- alienation
- the Grantor's retained rights
- the rights to be granted to the Grantee
- the rights to be included within the deed of easement
- the final easement area
- cable depth
- restrictions on use

To date we have not been provided with the location of these matters within the draft DCO but National Grid.

UKPN

Since Deadline 6 we have met with UKPN's agents, Dalcour Maclaren. However, they have not produced any Heads of Terms nor any detailed plans of the works they

propose. They have informed us that, the proposed easement payment will be based on a lower percentage than that being offered by National Grid. However, they have been unable to provide any explanation as to why there is a differential.

In some circumstances, the UKPN works are more disruptive than the National Grid works and as such, without detailed information on the nature of the proposed works, landowners cannot adequately assess the impact of the works on their land and livelihoods. Dalcour Maclaren have said they hope to have the detailed information available in early August. However, this is far too close to the end of the examination to be of any assistance to our clients in reaching an informed decision on whether to enter into a voluntary agreement.

Conclusion

The vast majority of our Deadline 6 comments remain. The rights being sought through voluntary acquisition are too restrictive and onerous on landowners.

We hope this information is useful to the Planning Inspectorate to demonstrate our position.